

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC - 1255  
6-25-00  
OMB No. 0578-013

### Warranty Easement Deed

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-4639-2-029

**THIS WARRANTY EASEMENT DEED** is made by and between **BLACK RIVER FARMS, LLC in Clarendon County, South Carolina** (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

**Witnesseth:**

**Purposes and Intent.** The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

**Authority.** This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

**NOW THEREFORE**, for and in consideration of the sum of **Three Hundred Thirty Three Thousand Six Hundred Sixty-One Dollars (\$333,661.00)** the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute servitude upon the land so encumbered; shall run with the land in perpetuity; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:
  - 1. haying, mowing, or seed harvesting for any reason;

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2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  3. dumping refuse, wastes, sewage, or other debris;
  4. harvesting wood products;
  5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
  6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
  7. building or placing buildings or structures on the easement area;
  8. planting or harvesting any crop;
  9. grazing or allowing livestock on the easement area; and
  10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events, which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

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PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to CCC in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
  2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

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PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 7<sup>th</sup> day of June, 2005.

Landowner(s): Black River Farms, LLC

BY: James C. Justice, II  
James C. Justice, II its Member and President

Witnessed by:

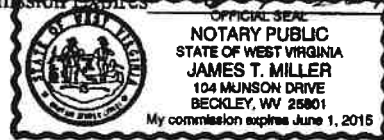
Shirley Ball and Amy Foster  
**ACKNOWLEDGMENT**

STATE OF West Virginia  
COUNTY OF Mingo

On this 7<sup>th</sup> day of June 2005, before me, the undersigned, a Notary Public in and for said State personally appeared Black River Farms, LLC by its member and officer James C. Justice, II, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

James T. Miller  
Notary Public for the State of WV  
Residing at Beckley, WV 25801  
My Commission Expires June 1, 2015



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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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#### **OMB DISCLOSURE STATEMENT**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### **NONDISCRIMINATION STATEMENT**

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

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**Exhibit A**  
**Legal Description**

WRP BOUNDARY DESCRIPTION  
NO: NRCS-22-SC-04

Portions of that certain piece, parcel or lot of land, situate, lying, and being in near Manning, in the County of Clarendon, in the State of South Carolina, being the property of Black River Farms Inc., also known as Tax Parcel No. 230-00-01-001, and being more fully shown and designated on the ""WRP Boundary Survey,"" prepared by Star Survey, Inc., dated February 16th, 2005, to be recorded and having the following metes and bounds to wit:

PARCEL NO. 1 (WRP BOUNDARY)

Starting at a #5 rebar found at the northeastern most corner on the property described above, found on the right of way for Highway 301, with state plane coordinates of N:723353.2820 and E:2271438.0180, thence S34\*34\*00\*W for a distance of 124.95 feet to a point, said point being the True Point Of Beginning of the WRP Boundary, thence S66\*55\*44\*E for a distance of 90.07 feet to a point, thence S79\*15\*44\*E for a distance of 117.00 feet to a point, thence S74\*15\*44\*E for a distance of 71.00 feet to a point, thence S49\*15\*44\*E for a distance of 179.00 feet to a point, thence S36\*05\*37\*E for a distance of 195.70 feet to a point, thence S32\*54\*26\*E for a distance of 160.73 feet to a point, thence S29\*29\*44\*E for a distance of 174.52 feet to a point, thence S30\*15\*19\*E for a distance of 207.27 feet to a point, thence S00\*35\*24\*W for a distance of 131.10 feet to a point, thence S08\*19\*57\*W for a distance of 153.91 feet to a point, thence S17\*54\*20\*E for a distance of 203.60 feet to a point, thence S64\*12\*26\*E for a distance of 95.49 feet to a point, thence S27\*19\*49\*E for a distance of 156.70 feet to a point, thence S39\*45\*44\*E for a distance of 247.41 feet to a point, thence S29\*59\*34\*E for a distance of 163.48 feet to a point, thence S46\*10\*49\*E for a distance of 117.73 feet to a point, thence S18\*30\*49\*E for a distance of 96.60 feet to a point, thence S15\*49\*11\*W for a distance of 87.55 feet to a point, thence S13\*25\*37\*E for a distance of 91.42 feet to a point, thence S30\*15\*37\*E for a distance of 100.37 feet to a point, thence S08\*12\*34\*E for a distance of 87.85 feet to a point, thence S24\*38\*38\*E for a distance of 63.91 feet to a point, thence S88\*08\*32\*E for a distance of 169.59 feet to a point, thence S37\*34\*21\*E for a distance of 101.41 feet to a point, thence S16\*01\*12\*E for a distance of 97.68 feet to a point, thence S04\*01\*12\*E for a distance of 98.68 feet to a point, thence S09\*01\*12\*E for a distance of 116.62 feet to a point, thence S09\*03\*48\*W for a distance of 137.55 feet to a point, thence S02\*18\*34\*E for a distance of 158.94 feet to a point, thence S10\*07\*04\*E for a distance of 163.49 feet to a point, thence S51\*31\*12\*E for a distance of 149.51 feet to a point, thence S27\*41\*12\*E for a distance of 138.55 feet to a point, thence S62\*31\*12\*E for a distance of 91.70 feet to a point, thence S68\*11\*12\*E for a distance of 155.50 feet to a point, thence S56\*55\*30\*E for a distance

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of 131.79 feet to a point, thence S66°14'23"E for a distance of 146.37 feet to a point, thence S60°36'12"E for a distance of 110.64 feet to a point, thence S58°06'12"E for a distance of 232.25 feet to a point, thence S77°01'12"E for a distance of 60.80 feet to a point, thence N76°08'48"E for a distance of 125.59 feet to a point, thence S72°01'12"E for a distance of 108.65 feet to a point, thence S85°39'55"E for a distance of 114.06 feet to a point, thence S72°58'45"E for a distance of 152.14 feet to a point, thence S85°38'42"E for a distance of 135.24 feet to a point, thence N89°01'05"E for a distance of 297.32 feet to a point, thence S73°58'31"E for a distance of 165.07 feet to a point, thence S59°49'18"E for a distance of 129.30 feet to a point, thence S05°22'05"W for a distance of 156.13 feet to a point, thence S08°08'47"E for a distance of 128.28 feet to a point, thence S52°08'19"E for a distance of 158.26 feet to a point, thence S59°38'20"E for a distance of 162.20 feet to a point, thence S56°23'17"E for a distance of 119.17 feet to a point, thence N85°51'02"E for a distance of 68.07 feet to a point, thence S48°08'20"E for a distance of 551.85 feet to a point, thence S29°18'04"E for a distance of 118.16 feet to a point, thence S54°58'16"E for a distance of 279.40 feet to a point, thence S30°09'07"E for a distance of 141.26 feet to a point, thence N88°01'17"E for a distance of 244.31 feet to a point, thence N69°01'43"E for a distance of 158.23 feet to a point, thence N86°41'43"E for a distance of 149.22 feet to a point, thence N48°51'43"E for a distance of 155.23 feet to a point, thence S55°58'17"E for a distance of 84.12 feet to a point, thence S43°08'17"E for a distance of 206.30 feet to a point, thence S69°08'17"E for a distance of 194.28 feet to a point, thence S41°32'37"E for a distance of 79.82 feet to a point, thence S12°11'10"E for a distance of 112.70 feet to a point, thence S36°52'20"W for a distance of 145.24 feet to a point, thence S06°51'23"W for a distance of 307.40 feet to a point, thence S13°20'55"W for a distance of 106.69 feet to a point, thence S43°51'40"W for a distance of 260.92 feet to a point, thence S52°42'33"W for a distance of 156.19 feet to a point, thence S43°51'50"W for a distance of 164.77 feet to a point, thence S66°55'44"E for a distance of 90.07 feet to a point, thence S79°15'44"E for a distance of 117.00 feet to a point, thence S18°39'02"W for a distance of 124.02 feet to a point, thence S56°11'10"E for a distance of 60.00 feet to a point, thence S69°44'48"E for a distance of 121.22 feet to a point, thence S58°00'10"E for a distance of 162.14 feet to a point, thence S87°33'02"E for a distance of 209.31 feet to a point, thence N70°38'29"E for a distance of 117.03 feet to a point, thence S74°08'44"E for a distance of 76.72 feet to a point, thence S64°18'44"E for a distance of 101.12 feet to a point, thence S53°28'46"E for a distance of 230.18 feet to a point, thence S49°48'28"E for a distance of 221.16 feet to a point, thence S46°18'58"E for a distance of 175.33 feet to a point, thence S22°19'11"E for a distance of 91.37 feet to a point, thence S23°19'06"E for a distance of 271.94 feet to a point, thence S04°37'54"W for a distance of 162.25 feet to a point, thence S13°40'05"E for a distance of 212.10 feet to a point, thence S35°15'31"E for a distance of 224.04 feet to a point, thence S23°59'36"E for a distance of 184.18 feet to a point, thence S45°35'21"E for a distance of 104.56 feet to a point, thence S83°43'35"E for a distance of 244.74 feet to a point, thence S61°30'45"E for a distance of 177.27 feet to a point, thence S71°50'37"E for a distance of 235.50 feet to a point, thence S79°26'48"E for a distance of 199.20 feet to a point, thence S84°02'11"E for a distance of 341.32 feet to a point, thence S76°07'24"E for a distance of 197.23 feet to a point, thence S79°05'15"E for a distance of 176.51 feet to a point, thence S70°12'33"E for a distance of 148.78 feet to a

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point, thence S53\*05\*50\*E for a distance of 181.98 feet to a point, thence S33\*57\*09\*E for a distance of 82.17 feet to a point, thence S02\*46\*28\*E for a distance of 243.60 feet to a point, thence S48\*26\*14\*E for a distance of 139.85 feet to a point, thence S28\*55\*49\*E for a distance of 108.96 feet to a point, thence S13\*32\*52\*W for a distance of 151.64 feet to a point, thence S04\*41\*07\*W for a distance of 157.31 feet to a point, thence S44\*37\*23\*E for a distance of 201.10 feet to a point, thence S16\*42\*38\*E for a distance of 130.54 feet to a point, thence S55\*38\*09\*E for a distance of 123.35 feet to a point, thence N72\*17\*20\*E for a distance of 70.66 feet to a point, thence S58\*43\*20\*E for a distance of 291.69 feet to a point, thence S80\*17\*48\*E for a distance of 136.28 feet to a point, thence S68\*31\*37\*E for a distance of 184.39 feet to a point, thence S65\*21\*17\*E for a distance of 145.51 feet to a point, thence S68\*56\*29\*E for a distance of 96.17 feet to a point, thence S56\*36\*18\*E for a distance of 382.68 feet to a point, thence S77\*33\*25\*E for a distance of 232.09 feet to a point, thence N72\*18\*45\*E for a distance of 115.63 feet to a point, thence S61\*06\*07\*E for a distance of 299.44 feet to a point, thence S42\*26\*33\*E for a distance of 243.68 feet to a point, thence S12\*30\*28\*E for a distance of 125.26 feet to a point, thence S23\*52\*04\*W for a distance of 166.87 feet to a point, thence S62\*21\*18\*W for a distance of 206.62 feet to a point, thence S26\*58\*46\*W for a distance of 142.35 feet to a point, thence S16\*29\*48\*W for a distance of 156.67 feet to a point, thence S00\*09\*47\*W for a distance of 201.06 feet to a point, thence S05\*15\*29\*W for a distance of 188.01 feet to a point, thence S05\*57\*56\*W for a distance of 182.49 feet to a point, thence S10\*10\*35\*E for a distance of 1265.34 feet to a point, thence S07\*30\*37\*W for a distance of 166.05 feet to a point, thence S07\*25\*57\*E for a distance of 270.92 feet to a point, thence S34\*02\*29\*E for a distance of 58.11 feet to a point, thence S03\*37\*24\*E for a distance of 248.24 feet to a point, thence S19\*44\*47\*E for a distance of 85.40 feet to a point, thence S02\*39\*56\*W for a distance of 135.47 feet to a point, thence S22\*58\*04\*E for a distance of 60.13 feet to a point, thence S56\*33\*49\*E for a distance of 35.93 feet to a point, thence S59\*55\*07\*W for a distance of 869.63 feet to a point, thence S29\*02\*18\*E for a distance of 467.43 feet to a point, thence S60\*32\*22\*W for a distance of 2436.74 feet to a point, thence N36\*13\*28\*W for a distance of 1895.53 feet to a point, thence N42\*39\*48\*W for a distance of 1986.63 feet to a point, thence N25\*48\*57\*W for a distance of 3437.17 feet to a point, thence N49\*20\*31\*W for a distance of 1656.88 feet to a point, thence N66\*46\*38\*E for a distance of 769.83 feet to a point, thence N49\*09\*24\*W for a distance of 1082.51 feet to a point, thence S89\*30\*56\*W for a distance of 116.74 feet to a point, thence N20\*32\*47\*W for a distance of 138.14 feet to a point, thence N41\*12\*21\*W for a distance of 850.54 feet to a point, thence N16\*37\*14\*E for a distance of 311.78 feet to a point, thence N01\*59\*16\*W for a distance of 406.86 feet to a point, thence N53\*29\*33\*W for a distance of 516.68 feet to a point, thence N86\*30\*49\*W for a distance of 515.50 feet to a point, thence S76\*48\*15\*W for a distance of 166.22 feet to a point, thence N52\*13\*33\*W for a distance of 213.49 feet to a point, thence N10\*38\*41\*E for a distance of 357.19 feet to a point, thence N64\*01\*14\*W for a distance of 289.51 feet to a point, thence N09\*37\*50\*W for a distance of 426.99 feet to a point, thence N59\*29\*36\*W for a distance of 297.98 feet to a point, thence N28\*14\*23\*W for a distance of 2809.57 feet to

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a point, thence S74\*20\*47\*W for a distance of 1134.04 feet to a point, thence N34\*34\*00\*E for a distance of 2551.02 feet to a point, said point being the True Point Of Beginning of the WRP Boundary, containing 50,109,714 square feet / 1,150.360 acres in area”

This being a portion of the property conveyed to Black River Farms, LLC from Bluestone Industries, Inc. by deed dated July 2, 2003 and recorded on July 7, 2003 in the Clarendon County Clerk of Court/RMC/ROD Office in Deed Book A0501 at page 00296.

TMS: Portion of 230-00-01-001

*See Plat recorded in the Clarendon County RMC Office in Book E1029 pages 4 through 9 incorporated herein by reference.*

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FILED, RECORDED, INDEXED  
06/20/2005 04:45:06PM  
Bk:A0576 Pg:00049  
RecFee:17.00 St Fee:0.00  
Co Conv Fee:0.00 Pages:12  
R M C DEPARTMENT CLARENDON CO  
Beulah G. Roberts, Clerk of Court

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STATE OF SOUTH CAROLINA )  
COUNTY OF Clarendon )

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

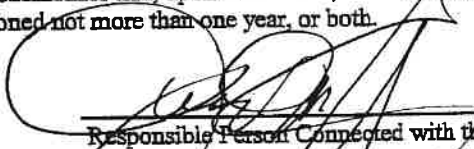
1. I have read the information on the back of this affidavit and I understand such information.

1150. 3600ena Clarendon County  
2. The property being transferred is located at 230-00-01-001  
bearing \_\_\_\_\_ County Tax Map Number  
was transferred by Black River Farms, LLC  
to USA on 4/7/2005

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):  
Transfer to USA

4. As required by Code Section 12-24-79, I state that I am a responsible person who was connected with the transaction as: Clearing Attorney

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction

Joseph M. Epting  
Print or Type Name Here

SWORN to before me this 20<sup>th</sup>  
day of June 2005.  
Malney Lee B. Martin  
Notary Public for S. C.  
My Commission Expires: 9/12/2010

This Acceptance of Conservation Easement form was prepared by the United States Department of Agriculture (USDA), Office of the General Counsel (OGC), 1718 Peachtree Street, NW; Suite 576 Atlanta, Georgia 30309-2437

**EASEMENT HOLDER:**  
This Acceptance of Conservation Easement was completed by the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS); 1835 Assembly St, Room 950 Columbia, SC 29201

**ACCEPTANCE OF CONSERVATION EASEMENT**  
*Pursuant to S.C. Code Ann. § 27-8-30*

**UNITED STATES ACCEPTANCE OF WARRANTY EASEMENT DEED  
CONVEYED PURSUANT TO THE WETLANDS RESERVE PROGRAM ("WRP")**

WHEREAS, the United States is the Grantee in a previously conveyed Warranty Easement Deed in which the Grantor conveyed certain rights, title and interest to certain lands, and appurtenant rights of access, to the United States of America while reserving certain rights, title and interest, all of which are set out in said Warranty Easement Deed, described as follows:

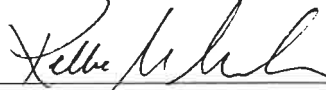
Grantor: Black River Farms LLC  
Date Executed: 7 June 2005  
Date Recorded: 20 June 2005  
County Recorded: Clarendon, SC  
Book Recorded: A0576  
Page Recorded: 00049 – 000060

WHEREAS, the real property interests which were conveyed in the above described Warranty Easement Deed directly relate to 1150.360 acres and are more particularly described in said Warranty Easement Deed.

WHEREAS, the United States of America paid the sum of \$333,661 to the named Grantor in consideration for the rights, title and interests conveyed to it pursuant to said Warranty Easement Deed. The United States accepted the conveyance of said rights, title and interests immediately upon execution of the Warranty Easement Deed by the Grantor.


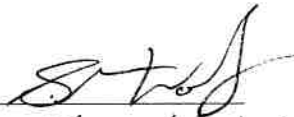
WHEREAS, the United States of America, acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS"), desires to memorialize its prior acceptance of the conveyance of said Warranty Easement Deed in accordance with S.C. Code Ann. § 27-8-30 (Supp. 1991). This Acceptance of Warranty Easement Deed is not a waiver of sovereign immunity.

NOW, THEREFORE, I, Kellee M Melton, being the duly authorized representative of the USDA, NRCS, do hereby accept said Warranty Easement Deed on behalf of the United States of America, Grantee in the Warranty Easement Deed, and do further accept all rights, title and interest conveyed to the United States of America pursuant to the Warranty Easement Deed. This acceptance is intended to be effective, *nunc pro tunc*, as of the date the Warranty Easement Deed was executed which is set forth above.

By:  Date: 6/28/12  
Printed Name: Kellee M Melton  
Printed Title: Assistant State Conservationist for Programs \_\_\_\_\_

**SUBSCRIBING WITNESSES (S.C. Code Ann. § 27-7-10)**

IN WITNESS WHEREOF, the Easement Holder has both executed in our presence the foregoing Acceptance of Conservation Easement and acknowledged to us that (s)he is familiar with the contents of the foregoing Acceptance of Conservation Easement, that (s)he is a duly authorized representative of the USDA, NRCS, and that (s)he voluntarily executed the foregoing Acceptance of Conservation Easement for and on behalf of the United States of America for the uses and purposes stated therein.

First Witness:  Second Witness:   
Printed Name: Glenn Sandie Printed Name: Shawn Worley

**ACKNOWLEDGMENT (S.C. Code Ann. §§ 30-5-30(B), (C))**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND.

I, a Notary Public for the aforesaid State and County, do hereby certify that personally appeared before me Kellee M. Melton, who is personally known to me (or proven to me based upon satisfactory evidence), who acknowledged that (s)he is familiar with the contents of the foregoing Acceptance of Conservation Easement, that (s)he is a duly authorized representative of the USDA, NRCS, and that (s)he voluntarily executed the foregoing Acceptance of Conservation

Easement for and on behalf of the United States of America for the uses and purposes stated therein.

SWORN TO before me this 28<sup>th</sup> day of June, 2012.

By: , Notary Public

Printed Name: Robert B. Doyle

(SEAL)

My Commission Expires: April 20, 2015