

db 144/155

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT.

EASEMENT



The undersigned Grantor, Sea Pines Plantation, a corporation, of Beaufort County, South Carolina, in consideration of the payment hereinafter agreed upon, hereby grants, bargains and sells to the Central Electric Power Cooperative, Inc., hereinafter known as the Cooperative, its successors and assigns, a perpetual easement for the construction and maintenance of an electric transmission line or lines, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the right-of-way which might endanger any of the works thereon, over and upon certain lands of the grantor situated on Hilton Head Island in Beaufort County, South Carolina, which were acquired by deed of Charles E. Fraser, recorded in Deed Book 107 at page 115.

It is understood and agreed by the parties hereto that the transmission line when constructed will be located upon the subject property at the same place as the survey line which has been run and marked out. A sketch showing the location of the transmission line upon the subject property and entitled "Sketch Showing Proposed 69KV Transmission Line Route Across Lands of Sea Pines Plantation" is attached hereto and made a part hereof.

The property is subject to several mortgages described on exhibit "A" attached hereto. The grantor is to ^{help} obtain a release ^{CEP} of these mortgages to the extent necessary to permit the full enjoyment of the easement herein granted.



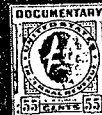
In full consideration of the said easement and right of construction with all rights incident thereto, the Cooperative has agreed to pay and has paid to the grantor six thousand sixty-five and 50/100 (\$6,065.50) dollars, the receipt of which is hereby acknowledged by the grantor.

The Cooperative shall have the right to clear and keep clear the ^{land}, pulpwood, brush and tree tops on a strip fifty (50)

easement for the construction and maintenance of an electric transmission line or lines, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the right-of-way which might endanger any of the works thereon, over and upon certain lands of the grantor situated on Hilton Head Island in Beaufort County, South Carolina, which were acquired by deed of Charles E. Fraser, recorded in Deed Book 107 at page 115.

It is understood and agreed by the parties hereto that the transmission line when constructed will be located upon the subject property at the same place as the survey line which has been run and marked out. A sketch showing the location of the transmission line upon the subject property and entitled "Sketch Showing Proposed 69KV Transmission Line Route Across Lands of Sea Pines Plantation" is attached hereto and made a part hereof.

The property is subject to several mortgages described on exhibit "A" attached hereto. The grantor is to ^{help} obtain a release ^{CEP} of these mortgages to the extent necessary to permit the full enjoyment of the easement herein granted.



In full consideration of the said easement and right of construction with all rights incident thereto, the Cooperative has agreed to pay and has paid to the grantor six thousand sixty-five and 50/100 (\$6,065.50) dollars, the receipt of which is hereby acknowledged by the grantor.

The Cooperative shall have the right to clear and keep clear the timber, pulpwood, brush and tree tops on a strip fifty (50) feet wide on each side of the center line.

The grantor expressly reserves the right to use the lands described herein for agricultural and every other purpose of such nature as will not interfere with the construction, operation, patrol and maintenance of the transmission line or lines.

Absolutely no hunting rights are conveyed herewith and the hunting rights are fully retained by the grantor.

The grantor agrees not to construct, in the future, any dwelling or other building or create any fire hazard upon the right-of-way herein granted without first obtaining the written consent of the Cooperative.

The grantor agrees that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

The grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances except the aforementioned mortgages.

This agreement shall extend to the parties, their successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever.

And I (we) do hereby bind the Corporation, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Central Electric Power Cooperative, Inc., its successors and assigns against the Corporation, its successors and assigns and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF, I (we) have hereunto set the Hand and Seal of the Corporation this 14TH day of MARCH 1967.

WITNESSES:

SEA PINES PLANTATION

Mavis C. Brannen
B. F. Korman

By Charles E. Fraser
President

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Personally appeared before me Mavis C. Brannen
and made oath that She saw the within named Charles E. Fraser
President
of Sea Pines Plantation sign, seal and as the act of the Corporation,
deliver the within instrument of writing, and that She with

The grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances except the aforementioned mortgages.

This agreement shall extend to the parties, their successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever.

And I (we) do hereby bind the Corporation, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Central Electric Power Cooperative, Inc., its successors and assigns against the Corporation, its successors and assigns and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF, I (we) have hereunto set the Hand and Seal of the Corporation this 14TH day of MARCH 1967.

WITNESSES:

Marie C. Brannen
B. J. Kisson

SEA PINES PLANTATION
By Charles E. Friesen
President

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Personally appeared before me Marie C. Brannen
and made oath that She saw the within named Charles E. Friesen
President

of Sea Pines Plantation sign, seal and as the act of the Corporation,
deliver the within instrument of writing; and that She with

B. J. Kisson witnessed the execution thereof.

Sworn to before me this 14TH
day of MARCH, 1967.

B. J. Kisson
Notary Public for South Carolina

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
9:00		144
O'CLOCK	APR 18 1967	PAGE
A.M.		155
J. B. Charles		
CLERK OF COMMON PLEAS		

WHEREAS, by assessment dated December 19, 1960, recorded in Beaufort County Book 105, at Page 101, on February 6, 1961, Charles S. Fraser granted one hundred (100') foot right-of-way to the Palmetto Electric Cooperative, Inc., for the construction, operation, and maintenance of an electric transmission line or lines across the property of the Grantor located in Beaufort County, S. C., and more fully described on a sketch showing the location of the transmission lines upon the subject property and entitled "Sketch Showing Proposed 69 Kv Transmission Line Route Across Lands of the Sea Pines Plantation"; and,

WHEREAS, the transmission lines constructed by the Palmetto Electric Cooperative, Inc., (hereinafter called the Cooperative) were sold and transferred to the Central Electric Power Cooperative, Inc., (hereinafter called Central), its successors and assigns all of the properties, rights, privileges, appurtenances and facilities of the above transmission line; and,

WHEREAS, the said transmission line is being operated by the South Carolina Public Service Authority (hereinafter called the Authority) under an agreement between the said Central and the said Authority; and,

WHEREAS, the said Cooperative wishes to construct a road on said right-of-way; and,

NOW KNOW ALL MEN BY THESE PRESENTS, that in consideration of the consent of the said Central and said Authority to the construction of said road, the said Cooperative hereby agrees with said Central and said Authority as follows:

1. The said Cooperative hereby assumes all risks and liability in any way arising from or in any way connected with the construction, use or maintenance of said road on or across said right-of-way, or beneath the high voltage electric transmission line or lines; and neither the said Central, the said Authority, nor any person or persons now or hereafter claiming under them or either of them shall in any way be liable for any injury or loss whatsoever resulting therefrom or in any way connected therewith.
2. The said Cooperative hereby agrees to indemnify and hold said Central and/or said Authority, and all persons now or hereafter claiming under them or either of them, harmless from all claims, actions, or proceedings whatsoever resulting from any loss or damage to person or property of any and all persons whatsoever, arising from or in any way connected with the construction, use or maintenance of said road in proximity to said electric transmission line or lines. The said Cooperative further agrees to make good and pay for any and all damage to property of said Central and/or said Authority, and all persons now and hereafter claiming under them or either of them, resulting from or in any way connected with the use or maintenance of said road.
3. All earth will be leveled so as not to alter the present ground elevation more than one (1') foot on the right-of-way. No portion of the road shall come closer than thirty (30') feet to any pole, guy or anchor on the right-of-way. The road will be constructed in accordance with the attached sketch.
4. Central and/or the Authority reserves the right to ingress or egress with their agents and servants with men and equipment to the same extent that the right-of-way could formerly have been used.
5. Central and the Authority makes no warranty whatsoever as to their

and Central and the said Authority's rights extend to the said Cooperative's right to relocate or discontinue the said road should it interfere with any future transmission line or lines within sixty (60) days after written notice is given to said Cooperative by said Central and/or said Authority.

7. The said Central and the said Authority consent to the existence of the road solely upon the foregoing terms and conditions.

All obligations of said Cooperative hereunder shall be binding upon his executors, administrators and all successors in title of the property crossed by the aforesaid right-of-way to the same extent as though each had executed this agreement, and their liability shall be both joint and several, and shall run with the land. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal in triplicate this 16th day of February, 1970.

WITNESS:

Glenn G. Parker
James H. Mudding

E.V. Lewis
James M. Lewis

Arthur C. Langley
August C. Tuckman

STATE OF SOUTH CAROLINA,
COUNTY OF Hampton

PERSONALLY appeared before me Glenn G. Parker, who, on oath, says that he saw the within named PALMETTO ELECTRIC COOPERATIVE, INC., by C.M. Kieff, its President, sign the within written instrument, and P. Edwin Detenchi, its Secretary, attest the same, and the said PALMETTO ELECTRIC COOPERATIVE, INC., by said officers, seal said written instrument, and, as its act and deed, deliver the same, and that the with James H. Mudding witnessed the execution thereof.

SWORN TO BEFORE ME, this 16th day of February, 1970.

James H. Mudding (SEAL)
Notary Public for South Carolina
My Commission Expires January 1, 1971
STATE OF SOUTH CAROLINA,
COUNTY OF Langston

PERSONALLY appeared before me E.V. Lewis, who, on oath, says that he saw the within named CENTRAL ELECTRIC POWER COOPERATIVE, INC., by R.E. Thomson, its Vice President, sign the within written instrument, and R.P. Dineen, its Secretary, attest the same, and the said CENTRAL ELECTRIC POWER COOPERATIVE, INC., by said officers, seal said written instrument, and, as its act and deed, deliver the same, and

PALMETTO ELECTRIC COOPERATIVE

By C.M. Kieff
Title: President

Attest P. Edwin Detenchi

CENTRAL ELECTRIC POWER COOPERATIVE

By R.E. Thomson
Title: Vice President

Attest R.P. Dineen

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

By J.B. Thomason
General Manager

Attest L.P. Norman
Secretary

that he with JOHN E. H. HARRIS, witnessed the execution thereof.

SWORN TO BEFORE ME, this 27

day of February, 1970.

James M. Smith (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,

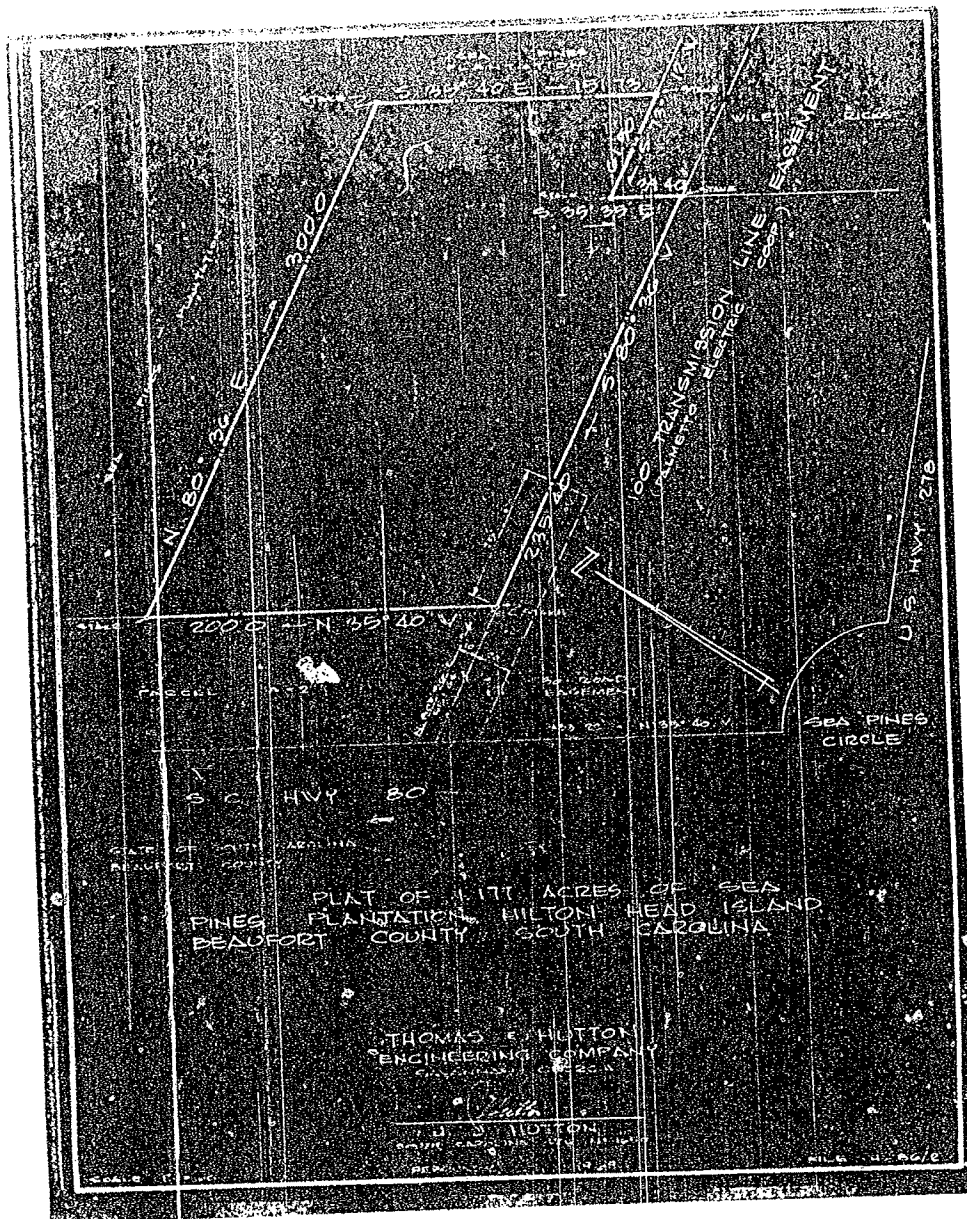
COUNTY OF BERKELEY

PERSONALLY appeared before me Ethel C. Langley, who, on oath,
says that she saw the within named SOUTH CAROLINA PUBLIC SERVICE AUTHORITY by
J. B. Thomason, its General Manager, sign the within written instrument, and
L. P. Dorman, its Secretary, attest the same, and the said SOUTH CAROLINA PUBLIC
SERVICE AUTHORITY, by said officers, seal said written instrument, and, as its
act and deed, deliver the same, and that she with Margaret C. Tiencken witnessed
the execution thereof.

SWORN TO BEFORE ME, this 3rd

day of March, 1970.

Margaret C. Tiencken (SEAL)
Notary Public for South Carolina
My Commission expires Jan. 1, 1971.



STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)



WHEREAS, Sea Pines Waterworks Company and Sea Pines Plantation Company, both South Carolina corporations having their principal place of business on Hilton Head Island, Beaufort County, South Carolina, are the owners of a Water and Sewage System in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and

WHEREAS, the Sea Pines Public Service District, created by an act of the South Carolina General Assembly and operating as a Public Service District on Hilton Head Island, Beaufort County, South Carolina, is the owner of a portion of a Water System tied in and connecting with the System of the Sea Pines Waterworks Company and presently leased to the Sea Pines Waterworks Company by instrument dated August 22nd, 1966, and

WHEREAS, Sea Pines Public Service District is presently expanding and enlarging the Waterworks System in Sea Pines Plantation with funds from a \$600,000.00 General Obligation Water and Sewer Bond issue, series of 1967, and



WHEREAS, the lease of the existing Water System by Sea Pines Public Service District to the Sea Pines Waterworks Company is being cancelled and terminated contemporaneous with this instrument and Sea Pines Waterworks Company and the Sea Pines Plantation Company are conveying to the Sea Pines Public Service District by this instrument all of their right, title and interest in and to the useable portions of the existing Waterworks System now owned by them in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina in order that the Sea Pines Public Service District shall be the sole owner of the enlarged and integrated Water and Sewer System serving the residents of Sea Pines Plantation

KNOW ALL MEN BY THESE PRESENTS, that the Sea Pines Waterworks Company and Sea Pines Plantation Company for and in consideration of the sum of Eighty Five Thousand and no/100 (\$85,000.00) Dollars, receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Sea Pines Public Service District

ALL pumps, motors, pipes, valves, tanks, sewage treatment plants, and other facilities and equipment emplaced, presently utilized as an operating Water and Sewage System in Sea Pines Plantation and capable of being utilized by the Sea Pines Public Service District in its expanded and integrated Water and Sewage System as shown and delineated on the plat prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, attached hereto.

Also, all real property situate in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, presently utilized as well sites, pumping stations or water storage tank sites or which are to be utilized for such purposes in the integrated and expanded Water System including, but not limited to the following specifically described parcels:

(a) That certain piece, parcel or lot of land square in shape and measuring thirty (30) feet on

eighty-five (85') feet on its southern boundary and one hundred fifty-five (155') feet, more or less, on its eastern boundary and having such shapes and dimensions as shown on a plat of the site of the elevated storage tank and pump house as prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated September 1967, together with the right to construct, utilize and maintain a road twenty-five (25') feet wide as shown on such plat, to provide ingress and egress from Lighthouse Road.

(h) That certain lot of land situate in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina being square in shape and measuring fifty (50') feet on each of its four sides and being located on the east side of Calibogue Cay Road and at the southeast corner of Lot 12, Section 71 of Calibogue Cay and shown as a well site on a map showing the water system in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 30, 1967.

(i) That certain parcel of land situate in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, measuring two hundred eighty (280') feet on its northwestern and southeastern boundaries and three hundred fifteen (315') feet on its northeastern and southwestern boundaries together with a right-of-way for a ditch thirty (30') feet in width from its southeastern boundary to a canal and right-of-way sixty (60') feet in width for an access road from the southwest boundary of said lot to existing earth road all as more particularly shown on a plat of the site for Sanitary Sewerage Treatment Plant in the Lawton ditch area prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated September 1967.

(j) That certain parcel of land being square in shape and measuring fifty (50') feet on each of its four sides located on the southwest side of Lawton ditch and shown as Lift Station #1 on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

(k) That certain parcel of land square in shape and measuring fifty (50') feet on each of its four sides located just southeast of #17 green of the Sea Pines Golf Course shown as Lift Station #2, on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

(l) That certain parcel of land being square in shape and measuring fifty (50') feet on each of its four sides located in Parcel 5-30 on the northwest side of North Sea Pines Drive shown as Lift Station #3 on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

(m) That certain parcel of land being square in shape and measuring fifty (50') feet on each of its four sides located southwest of the intersection of Lighthouse Road and North Sea Pines Drive shown as Lift Station #4 on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

(n) That certain parcel of land being square in shape and measuring fifty (50') feet on each of its four sides located north of the lots and golf fairway adjacent to Willow Oak Road shown as Lift Station #5 on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

(o) That certain parcel of land being square in shape and measuring twenty (20') feet on each of its four sides located southeast of the intersection of Plantation Drive and Lighthouse Road shown as Lift Station #6 on a plat of the Sanitary Sewer System in Sea Pines Plantation prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated August 31, 1967.

Together with a perpetual easement and right-of-way across, under and upon the real property of the grantors, its successors and assigns now used for pipe lines, water mains,

Together with a perpetual easement and right-of-way across, under and upon the real property of the grantors, its successors and assigns now used for pipe lines, water mains, sewerage lines, or hereafter needed for the planned expanded and integrated water and sanitary sewer system, as shown and delineated on the plats prepared by Thomas and Hutton Engineering Company, dated August 30 and 31, 1967 and under, upon and across easements of rights-of-way reserved by the grantors in real property sold to others in Sea Pines Plantation, to construct, maintain and repair underground pipe lines, water mains, sewerage lines and to install fire hydrants, valves and tapping outlets for the purpose of conveying and carrying water and sewage; together with the right to excavate and refill ditches and trenches for the location of said pipe lines and mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location essential to the construction and maintenance of said pipe lines, sewerage lines, mains and hydrants, such right-of-way to be more particularly outlined on a plat attached hereto prepared by Thomas and Hutton Engineering Company of Savannah, Georgia. Reserving unto the grantors the right and option to repurchase from the grantee for One and no/100 (\$1.00) Dollar its one sewage treatment plant now serving the Fairway Lane Villas at such time as it shall be no longer needed for this purpose by virtue of the completion of the sewage treatment system planned by Thomas and Hutton Engineering Company.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises and property before mentioned unto the said Sea Pines Public Service District, its ~~heirs~~ successors and assigns forever.

And Sea Pines Waterworks Company and Sea Pines Plantation Company do hereby bind themselves, their successors and assigns to warrant and forever defend all and singular the said premises unto the said Sea Pines Public Service District, its successors and assigns against them and their successors and assigns and every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

#6
IN WITNESS WHEREOF the grantors herein have caused these presents to be executed in their name and their corporate seal affixed thereto at Hilton Head Island, Beaufort County, South Carolina, this 19th day of September, 1967.

SEA PINES WATERWORKS COMPANY

Charles E. Fraser
By: Charles E. Fraser, President

ATTEST:
De C. Hutton
Secretary

SEA PINES PLANTATION COMPANY

Charles E. Fraser
By: Charles E. Fraser, President

ATTEST:
De C. Hutton
Secretary

WITNESSES:

James A. McCarty
Ruth A. DeLox

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me _____
who, on oath, says that _____ saw the within named Sea Pines
Waterworks Company by Charles E. Fraser, its President and _____
_____, its Secretary and the Sea Pines
Plantation Company by Charles E. Fraser, its President and _____
_____, its Secretary, sign the within deed,
and the said corporation, by said officers, seal said deed, and
as its act and deed deliver the same, and that _____ with
_____ witnessed the execution thereof.

Denise D. McCray
(Witness)

SWORN to before me this _____

Day of September, 1967.

Notary Public for South Carolina (SEAL)

FILED AT 2:20 O'Clock P.M.	BEAUFORT COUNTY S.C. SEP 22 1967	RECORDED IN BOOK PAGE 22 34
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Clerk of Court of Common Pleas

210/1065

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) RELOCATION OF EASEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of MAY 1973, between SEA PINES PLANTATION COMPANY, a corporation existing under the laws of the State of South Carolina, with its principal offices on Hilton Head Island, Beaufort County, South Carolina (hereinafter called "Sea Pines"); CENTRAL ELECTRIC POWER COOPERATIVE, INC., a cooperative corporation existing under the laws of the State of South Carolina, with its principal offices in Cayce, South Carolina (hereinafter called "Central"); and the SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, a body corporate and politic created by the Legislature of the State of South Carolina, with its principal offices in Moncks Corner, South Carolina (hereinafter called the "Authority");

W I T N E S S E T H:

WHEREAS, Charles E. Fraser, by easement dated December 19, 1960, and recorded in Beaufort County Deed Book 105, at page 101, granted unto Palmetto Electric Cooperative, Inc., its successors and assigns, a perpetual easement for the construction and maintenance of certain electric transmission lines, towers, poles, etc., over and upon certain lands situated on Hilton Head Island, Beaufort County, South Carolina, which were conveyed to him by deed of J.B. Fraser, Sr., et al, said conveyance unto the easement grantor recorded in Beaufort County Deed Book 85, at page 343; and

WHEREAS, the said Palmetto Electric Cooperative, Inc., by a document entitled "Deed and Bill of Sale," conveyed unto Central all its "rights, interests, privileges, appurtenances and facilities" as described in said "Deed and Bill of Sale," which document is dated March 31, 1968, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 125, at page 131; and

100-1065

9/15/73
P.V.K.

WHEREAS, Sea Pines has purchased a portion of the property of Charles E. Fraser hereinafter referred to, subject to the electric power line rights of Central; and

WHEREAS, there is at present upon the easement an existing power line and/or other electric power facilities constructed by Central and being operated by the Authority under an agreement between Central and the Authority; and

WHEREAS, Sea Pines wishes a portion of Central's electric power line right-of-way to be relocated as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the aforesaid premises and the covenants contained herein, Sea Pines Plantation Company hereby grants, bargains, sells and releases unto the said Central Electric Power Cooperative, Inc., its successors and assigns, a perpetual right-of-way easement for the construction, operation and maintenance of one or more electrical transmission lines, towers, tower foundations, poles, anchors, guys and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along said right-of-way, and the right to clear and keep clear all obstructions, fire hazards, buildings, structures, brush, timber and treetops on or along said right-of-way, to wit:

A right-of-way located in the County of Beaufort, State of South Carolina, on or across the lands of Sea Pines Plantation Company, which right-of-way, being 60 feet in width, is more fully shown and delineated on a plat entitled "Plat of Sea Pines Center containing 15.124 acres, being a portion of Sea Pines Plantation Company," dated October 3, 1972, and revised November 6, 1972, and further revised December 5, 1972, which said plat is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 20, at page 112, which drawing is attached hereto and made a part of this description.

The right-of-way herein conveyed is indicated on said attached drawing by the wording "Proposed relocation of power line." Said right-of-way is 60 feet in width and begins at a point on the centerline of Central's existing 100-foot right-of-way where it intersects the northeastern side of the 66-foot right-of-way of Palmetto Bay Road, thence running South 19°16'39" West for a distance of 59.35 feet, thence turning and running South 69°16'39" West for a distance of 550 feet, thence turning and running South 51°47'05" West for a distance of 152.20 feet, thence turning and running South 75°13'45" West for a distance of 102.31 feet, thence connecting with Central's existing 100-foot right-of-way at the western boundary of Sea Pines Center as shown on the aforesaid plat. Said right-of-way extends 30 feet either side of the centerline hereinabove described.

Central Electric Power Cooperative, Inc., its successors and assigns, shall have the perpetual right to clear and keep clear and dispose of all obstructions, fire hazards, buildings, structures, timber, pulpwood, brush, and treetops on the said right-of-way, as well as all danger trees without the right-of-way which in falling might injure or endanger said right-of-way or any facilities now or hereafter constructed thereon. All structures and facilities erected or to be erected on said right-of-way by Central shall remain the property of Central, removable at its option.

Sea Pines expressly reserves the right to use the lands described herein for agricultural or other purposes of such nature as will not interfere with the construction, operation, patrol or maintenance of said right-of-way and electrical lines, and Sea Pines agrees not to construct in the future any obstruction, dwelling, barn, or other building, or create any fire hazard within the right-of-way herein conveyed without first obtaining the written consent of the Authority. The parking of automobiles will be permitted within the right-of-way except for an area 24 feet in width, being 12 feet on either side of the centerline of the said right-of-way.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements aforesaid unto Central Electric Power Cooperative, Inc., its successors and assigns, forever. And the said Sea Pines Plantation Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said rights, privileges and easements unto the said Central Electric Power Cooperative, Inc., its successors and assigns, against the said Sea Pines Plantation Company, its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

As consideration for the relocation of Central's electrical lines, Sea Pines Plantation Company hereby covenants and agrees:

To pay to the Authority all costs of the relocation of Central's electric lines and right of way. It is understood and agreed that the line upon the new right-of-way will consist of a double circuit 69 KV transmission line on steel poles and that the 69 KV disconnect switch will be relocated next to the Hilton Head substation and replaced with a phase over phase switch. The estimated cost of relocation is \$95,000, but such estimate is in no way a limitation upon Sea Pines' agreement to pay all costs of relocation. Sea Pines agrees to pay such costs as presented from time to time by the Authority, such payment to be made within fifteen (15) days of receipt of such bills. The costs shall be determined by the Authority and its decision shall be final and binding upon all parties. Without limiting the generality of the foregoing, the costs shall include all labor, materials, overhead, and any payments to contractors or third parties reasonably necessary for the performance of the work. The Authority may employ contractors to perform the work and/or may perform the work through its own employees. All materials shall be and remain the property of the Authority/ Central.

WHEREAS, it is necessary for the existing transmission line to be temporarily relocated so that Sea Pines can commence construction of certain projects prior to the time that permanent relocation to the new right-of-way can be accomplished, Sea Pines further covenants and agrees to pay to the Authority all costs of temporary relocation of Central's electric lines and right-of-way, upon the same terms and conditions as set forth for payment of the permanent relocation. In

this connection, Sea Pines hereby grants, bargains, sells and releases unto the said Central Electric Power Cooperative, Inc., its successors and assigns, a right-of-way easement for the temporary construction, operation and maintenance of one or more electrical transmission lines, towers, tower foundations, poles, anchors, guys and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along said right-of-way, and the right to clear and keep clear all obstructions, fire hazards, buildings, structures, brush, timber and treetops on or along said right-of-way, to wit:

A right-of-way located in the County of Beaufort, State of South Carolina, on and across the lands of Sea Pines Plantation Company, which right-of-way, being 60 feet in width, is more fully shown and delineated on a plat entitled "Site Plan, Sea Pines Center, Sea Pines Plantation Company, Hilton Head Island, South Carolina," prepared by Tereble, Walters and Associates, Architects/Planners, which drawing is attached hereto and made a part of this description.

The temporary right-of-way herein conveyed is indicated on said attached drawing by the wording "Temporary line location as discussed on plan in field 2-22-73." Said right-of-way begins at a point on the centerline of Central's existing 100-foot right-of-way as it intersects the western boundary of Sea Pines Center and extends as shown on the said plat to a point approximately 30 feet north of the centerline of Central's existing 100-foot right-of-way as it intersects the northeastern boundary of the 66-foot right-of-way of Palmetto Bay Road. Guying rights without the right-of-way are also herein conveyed at angle structures and all other locations where guying is required.

The said right-of-way shall be temporary, and the easement granted in connection therewith shall terminate and be wholly null and void upon completion of the relocation of Central's lines to the new perpetual right-of-way hereinabove granted.

In consideration of the foregoing conveyances, and in consideration of the sum of Ten (\$10.00) Dollars paid by Sea Pines to the Authority, receipt of which is hereby acknowledged, and in further consideration

of Sea Pines' hereinabove contained agreement to pay all costs of relocation, the Authority covenants and agrees:

To proceed with the relocation of the electrical lines and facilities as rapidly as the availability of labor, materials, contractors, and good engineering practices reasonably permit.

In consideration of the foregoing conveyance of a new right-of-way, and a temporary new right-of-way Central covenants and agrees:

To execute and deliver to Sea Pines, a good and sufficient release of its existing right-of-way across the property of Sea Pines Plantation Company shown as Sea Pines Center and Standard Oil Company of Kentucky parcel on the plat hereinabove more fully described in the grant of the new perpetual right-of-way, except such portions of such right-of-way as shall be included in the new right-of-way hereinabove granted.

It is the purpose and intent of this Agreement that Central shall continue to hold and exercise control over its existing right-of-way, and the temporary right-of-way hereinabove granted, only so long as necessary to accomplish relocation of Central's electric lines and facilities to the new perpetual right-of-way, via the temporary right-of-way, and that Central and the Authority shall have the continuous right to an easement across the Sea Pines Center property joining the existing electric lines east and west of such property.

It is understood and agreed that Sea Pines, its assigns, licensees, permittees and guests, whether commercial or otherwise, shall have the right to traverse the easement herein granted for purposes of ingress and egress so long as such travel does not interfere with the safe and efficient operation of Central's electric lines and facilities.

This Agreement shall be binding upon the successors and assigns of the parties hereto and all persons claiming by, through or under them or either of them.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed in triplicate original in their respective corporate names and their corporate seals to be affixed hereto, all by their proper

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officers duly authorized thereunto on the date above first written.

Witness:

SEA PINES PLANTATION COMPANY

(SEAL)

By

Harold D. DePuy
Its Vice President

Attest:

Richard Worth
Its Asst. Secretary

Witness:

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

(SEAL)

By

Paul M. [unclear]
Its President

Attest:

John S. [unclear]
Its Secretary

Witness:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

(SEAL)

By

J. P. [unclear]
Its General Manager

Attest:

L. P. [unclear]
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Susan Marks and made oath that she saw the within named SEA PINES PLANTATION COMPANY, by Harold D. DePuy its Vice President, sign the within instrument, and Richard Worth its Asst. Secretary attest the same, and the said SEA PINES PLANTATION COMPANY, by said officers, seal said instrument, and as its act and deed deliver the same, and that she with Gary Atkinson witnessed the execution thereof.

SWORN to before me this
10th day of May, 1973.

Gary Atkinson (L.S.)
Notary Public for South Carolina
My Commission expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires February 23, 1983

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GREENWOOD DRIVE

TEMPERATURE LINE LOCATION
AS INDICATED ON PLAN IN
FIELD 2.22.73

LEASING PLAN

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IRIBEL, WATERS AND ASSOCIATES
SEA PINE CENTER
SEA PINE PLANTATION COMPANY
WILTON HOOD ISLAND, SOUTH CAROLINA

ARCHITECTS / PLANNERS
 ASSOCIATED FOR THE AMERICAN SOCIETY OF ARCHITECTS
 ONE ONE ONE UNIVERSITY AVENUE
 CHICAGO, ILLINOIS 60607
 TELEPHONE 312 467 1111

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)

PERSONALLY appeared before me Jane E. Stuckley and
 made oath that she saw the within named CENTRAL ELECTRIC POWER
 COOPERATIVE, INC., by David C. Hallerup, its President,
 sign the within instrument, and C. H. Leavelle, its Secretary,
 attest the same, and the said CENTRAL ELECTRIC
 POWER COOPERATIVE, INC., by said officers, seal said instrument, and as
 its act and deed deliver the same, and that she with Barbara L. Hallman
 witnessed the execution thereof.

Jane E. Stuckley

SWORN to before me this
4th day of June, 1973.

C. H. Leavelle (L.S.)
 Notary Public for South Carolina
 My Commission expires: 9/8/77

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

PERSONALLY appeared before me Terrie L. Berger and
 made oath that she saw the within named SOUTH CAROLINA PUBLIC SERVICE
 AUTHORITY, by J. B. Thompson, its General Manager,
 sign the within instrument, and L. P. Dumas, its
Secretary, attest the same, and the said SOUTH CAROLINA
 PUBLIC SERVICE AUTHORITY, by said officers, seal said instrument, and
 as its act and deed deliver the same, and that she with
O. W. Fisk, Jr. witnessed the execution thereof.

Terrie L. Berger

SWORN to before me this
12th day of May, 1973.

O. W. Fisk, Jr. (L.S.)
 Notary Public for South Carolina
 My Commission expires: 5-1-78

FILED	BEAUFORT	DDSD
AT	COUNTY	IN
	S. C.	BOOK
11:20		278
DCL CK	JUN 11 1973	PAGE
A. M.		1,065
M. W. Funder D. CLERK OF COURT OF COMMON PLEAS		

CROSS EASEMENTS

THIS AGREEMENT MADE AND ENTERED INTO this 1 day of MAY, 1975, by and between SEA PINES PLANTATION COMPANY, a South Carolina corporation, and AMELIA BEACH CAMPGROUNDS COMPANY, a Delaware corporation (hereinafter collectively referred to as "Sea Pines") and MARKET PLACE-HILTON HEAD ASSOCIATES, ^{LTD.} a South Carolina limited partnership, hereinafter called Market Place.

WHEREAS, Market Place has this day purchased from Amelia Beach Campgrounds Company that parcel of land on Hilton Head Island, Beaufort County, South Carolina designated as Parcel A on a plat of property prepared by Paul J. Emilius & Associates, ^{recorded in the} ~~a copy of which~~ office of the Clerk of Court for Beaufort County South Carolina is attached hereto as "Exhibit A", and in Plat Book 22 at Page 159.

WHEREAS, Sea Pines has title to Parcels A-1, B-1, B-2, C, E and G all of which are shown on said plat.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their successors and assigns, as follows:

1. Parking easement to one party. Sea Pines and all tenants and licensees of Parcels A-1, B-1, B-2, C, E and G or any parts thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the existing and future parking areas, entrances, exits, driveways, and walks located on Parcel A in common with Market Place and all tenants and licensees of Parcel A or any part thereof and their business invitees, licensees, and employees.

2. Parking easement to other party. Market Place and all tenants and licensees of Parcel A or any part thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the existing and future

parking areas, entrances, exits, driveways, and walks located on Parcels A-1, B-1, B-2, C, E and G in common with Sea Pines and all tenants and licensees of Parcels A-1, B-1, B-2, C, E and G or any part thereof and their business invitees, licensees, and employees.

3. Maintenance of easement areas. Each party shall maintain and keep in good repair the parking areas and rights-of-way situated on its premises and shall keep such areas and rights-of-way striped and clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way on both premises shall meet at compatible grades and no obstructions shall be erected or permitted upon either premises which will in any way interfere with any rights granted by this agreement except as hereinafter provided. Each party shall maintain at all times insurance against claims for personal injury or property damage in an amount not less than \$500,000 with respect to any one injury, \$100,000 with respect to injuries in any one accident, and \$50,000 with respect to property damage. All such policies shall name both parties as insureds.

4. Construction of improvements and reduction of number of parking spaces.

(a) Market Place agrees that Sea Pines shall have the right to construct additional buildings and leasehold space on its property.

(b) Market Place without the prior written consent of Sea Pines, which consent shall not be unreasonably withheld, shall not construct additional buildings or add additional leaseable space on its property except as shall be necessary to comply with options to lease additional space now

held by tenants in the shopping center.

(c) Market Place may not reduce its number of parking spaces below the ratio 5.25 spaces for each 1,000 square feet of leaseable space.

(d) Upon the construction of leaseable space on Parcels A-1, B-1, B-2, C, E and G, Sea Pines shall establish and maintain 5 parking spaces for each 1,000 square feet of leaseable space.

(e) No structure ~~permitted to be built~~, enlarged or altered hereunder by Market Place shall be built, enlarged or altered until proposed plans and specifications, showing elevations, floor plans, exterior color and finish, a plot plan detailing the proposed location and the construction schedule shall have been filed with and approved in writing by the Sea Pines Plantation Company Architectural Control Board. Refusal of approval of plans, location or specifications may be based by said Board upon any ground, including purely aesthetic considerations, which in the sole good faith discretion of the Board shall seem sufficient.

(f) In the exercise of its right to construct additional buildings under this paragraph Sea Pines may utilize area presently employed for parking provided that additional parking areas are established in compliance with the requirements of Paragraph 3 and subparagraph (d) next above.

(g) The leaseable space located on Parcel A shall be used solely for the purpose of retail sales. Such sales may include food, beverages, clothing, items commonly sold in grocery stores,

drug stores, and variety stores, books and other types of literature, plants and other nursery related items and other items and services commonly sold in neighborhood shopping centers. The leaseable space located in Parcel A shall not be used as a gasoline service station, car wash, garage or any other endeavor which includes sales or service of motorized vehicles or their parts.

5. Sea Pines agrees that no use under any lease of space in improvements now or hereafter located on Parcel B-1, B-2 and E shall be permitted which would cause a violation of a "non-competitive" clause contained in the leases with Stripe Discount Stores of South Carolina, Inc., Edward's Inc. and Winn-Dixie Greenville, Inc. (herein individually referred to as the "Lease" and collectively referred to as the "Leases") in the shopping center located on Parcel A. Said restriction shall expire and terminate upon the termination of this Easement or upon the expiration or termination of the Leases, whichever event first occurs; provided, however, that in the event any Lease expires or terminates prior to the time this restriction would otherwise expire as herein provided, Parcel B-1, B-2 and E shall be relieved and discharged from the burden imposed in the restriction against non-competition contained in said expired and terminated Lease.

6. Term. This Easement shall continue for a term of 20 years from the date hereof, or so long as both Parcel A and Parcels A-1, B-1, B-2, C, E and G shall be used for one or more retail commercial establishments, whichever shall be longer. Nevertheless, in the event that retail commercial activities on either Parcel A or Parcels A-1, B-1, B-2, C, E and G shall cease during the term of this Easement the owner of the other premises on which retail and commercial activities are continuing

shall have the right to terminate this agreement upon 60 days' written notice to the then owner of the premises on which retail commercial activities have ceased. Temporary cessation of use upon either premises due to fire or other casualty, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 365 consecutive days for the purpose of making of alterations or reletting shall not be deemed a cessation of use within the meaning of this paragraph 6.

7. Covenants running with land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of Parcel A and of Parcels A-1, B-1, B-2, C, E and G and all persons claiming under them.

IN WITNESS WHEREOF, the parties have executed and affixed their respective corporate seals to this Agreement.

"SEA PINES"

SEA PINES PLANTATION COMPANY

By: James F. Russell
As Its: VICE PRESIDENT

ATTEST: Jeffrey J. Rhodes
As Its: Asst. Secretary

AMELIA BEACH CAMPGROUNDS COMPANY

By: James F. Russell
As Its: PRESIDENT

ATTEST: Jeffrey J. Rhodes
As Its: Asst. Secretary

"MARKET PLACE"

MARKET PLACE-HILTON HEAD ASSOCIATES,
LTD., a South Carolina Limited
Partnership

Robert P. Lowe

By

Its

General Partner

Greg A. Holman

Witness:

Witness:

STATE OF SOUTH CAROLINA

Beaufort

COUNTY

Personally appeared before me Dustin E. Neumark
 and made oath that 42 saw the within-named
James F. Russell and Tiffany J. Rhodes sign, seal,
 and, as SEA PINES PLANTATION COMPANY's act and deed, deliver
 the within-written Cross Easements Agreement; and that with
George G. L. Baker witnessed the execution thereof.

Sworn to before me this 25th
 day of July, 1975.

Dustin E. NeumarkNotary Public for South Carolina

STATE OF SOUTH CAROLINA

Beaufort

COUNTY

Personally appeared before me Dustin E. Neumark
 and made oath that 42 saw the within-named
James F. Russell and Tiffany J. Rhodes sign, seal,
 and, as AMELIA BEACH CAMPGROUNDS COMPANY's act and deed, deliver
 the within-written Cross Easements Agreement; and that with
George G. L. Baker witnessed the execution thereof.

Sworn to before me this 25th
 day of July, 1975.

Dustin E. NeumarkNotary Public for South Carolina

Georgia
STATE OF SOUTH CAROLINA
Fulton COUNTY

Personally appeared before me Robert P. Lowe
and made oath that he saw the within-named Johnny
R. Finberg and sign, seal,
and, as ^{per} general partner of Market
Place-Heron Head Associates, Ltd. as its act and deed, deliver
the within-written Cross Easements Agreement; and that with
Emily A. Herman witnessed the execution thereof.

Sworn to before me this 24th
day of July 1975.

Emily A. Herman
Notary Public for

Notary Public, Georgia, State at L.
My Commission Expires Mar. 13.

HLN

FILED AT <u>10:45</u> O'CLOCK <u>A. M</u>	BEAUFORT COUNTY S. C. JUL 25 1975	RECORDED IN BOOK <u>230</u> PAGE <u>137</u>
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Wm. Anthony Miller
CLERK OF COURT OF COMMON PLEAS

AMENDMENT TO CROSS EASEMENTS AGREEMENT

This Amendment to Cross Easements Agreement made and entered into this 16th day of March, 1979, by and between Sea Pines Plantation Company, a South Carolina corporation, and Amelia Beach Campgrounds Company, a Delaware corporation (hereinafter collectively referred to as "Sea Pines") and Market Place-Hilton Head Associates, a South Carolina limited partnership (hereinafter referred to as "Market Place"), witnesseth that:

Whereas Sea Pines and Market Place have heretofore entered into a Cross Easements Agreement dated May 1, 1975 and recorded on July 25, 1975 with the Beaufort County, South Carolina Clerk of the Court of Common Pleas in Book 230, page 137, affecting the property described on Exhibit A attached hereto and made a part hereof; and

Whereas Sea Pines and Market Place desire to amend the Cross Easements Agreement to lengthen the basic term thereof;

Now therefore, in consideration of their mutual agreement to make the amendment contained herein, the parties covenant and agree for themselves, their successors and assigns, as follows:

1. Paragraph 6 of the Cross Easements Agreement is hereby deleted and the following is substituted in replacement thereof:

"6. Term. This Easement shall continue for a term of thirty (30) years from the date hereof, or so long as both Parcel A and Parcels A-1, B-1, B-2, C, E and G shall be used for one or more retail commercial establishments, whichever shall be longer. Nevertheless, in the event that retail commercial activities on either Parcel A or Parcels A-1, B-1, B-2, C, E and G shall cease during the term of this Easement, the owner of the other premises on which retail and commercial activities are continuing shall have the right to terminate this agreement upon 60 days' written notice to the then owner of the premises on which retail commercial activities have ceased. Temporary cessation of use upon either premises due to fire or other casualty, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 365 consecutive days for the purpose of making of alterations or reletting shall not be deemed a cessation of

use within the meaning of this paragraph 6."

In witness whereof, the parties have executed and
affixed their respective seals to this Amendment to Cross
Easements Agreement.

"SEA PINES"

SEA PINES PLANTATION COMPANY

Jackie Blackburn
Sara A. Parker

By: Charles E. Fraser can

As Its: President

ATTEST: Charles E. Fraser -1

As Its: Secretary

AMELIA BEACH CAMPGROUNDS COMPANY

Jackie Blackburn
Sara A. Parker

By: Charles E. Fraser

As Its: President

ATTEST: Charles E. Fraser

As Its: Secretary

"MARKET PLACE"

MARKET PLACE-HILTON HEAD ASSOCIATES,
LTD., a South Carolina Limited
Partnership

By: _____

Its: _____

use within the meaning of this paragraph 6."

In witness whereof, the parties have executed and
affixed their respective seals to this Amendment to Cross
Easements Agreement.

"SEA PINES"

SEA PINES PLANTATION COMPANY

By: _____

As Its: _____

ATTEST: _____

As Its: _____

AMELIA BEACH CAMPGROUNDS COMPANY

By: _____

As Its: _____

ATTEST: _____

As Its: _____

"MARKET PLACE"

MARKET PLACE-HILTON HEAD ASSOCIATES,
LTD., a South Carolina Limited
Partnership

By: [Signature]

Its: General Partner

x
x
Main Ledger
Arnold L. Dehn

STATE OF SOUTH CAROLINA)
BEAUFORT COUNTY)

Personally appeared before me Jackie Blackburn
and made oath that she saw the within-named
Charles E. Fraser and Charles A. Scarminach sign, seal
and, as SEA PINES PLANTATION COMPANY'S act and deed, deliver
the within Amendment to Cross Easements Agreement; and that with
Sara A. Parker witnessed the execution thereof.

Sworn to before me this 16
day of March, 1979.

Jackie Blackburn

Sara A. Parker
Notary Public for South Carolina
My Commission expires 1/10/85

STATE OF SOUTH CAROLINA)
BEAUFORT COUNTY)

Personally appeared before me Jackie Blackburn
and made oath that she saw the within-named
Charles E. Fraser and Charles A. Scarminach sign, seal,
and, as AMELIA BEACH CAMPGROUNDS COMPANY'S act and deed, deliver
the within Amendment to Cross Easements Agreement; and that with
Sara A. Parker witnessed the execution thereof.

Sworn to before me this 16
day of March, 1979.

Jackie Blackburn

Sara A. Parker
Notary Public for South Carolina
My Commission expires 1/10/85

California
STATE OF ~~SOUTH CAROLINA~~)
Los Angeles COUNTY)

Personally appeared before me *Marci Reeder*

and made oath that *she* saw the within-named
MARKET PLACE-HILTON HEAD ASSOCIATES, LTD., a South Carolina limited
partnership, by Stanley R. Fimberg, sign, seal and, as
its General Partner,
its act and deed, deliver the

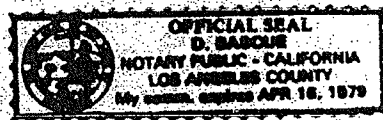
within Amendment to Cross Easements Agreement; and that with

Pamela L. Detrick, witnessed the execution thereof.

Marci Reeder

Sworn to before me this 27th
day of March 1979.

[Signature]
Notary Public for
Los Angeles County, California



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FILED	BENEFIT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
<i>9:35</i>		<i>279</i>
<i>L CK</i>	APR 4 1979	PAGE
<i>A M</i>		<i>906</i>
<i>Roxanne W. Brumby</i>		
CLERK OF COURT OF COMMON PLEAS		

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

EASEMENT

WHEREAS, Chisholm - Grieco Associates, a South Carolina Partnership, (hereinafter referred to as "Grantee") by Deed, dated July 10, 1978, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 270 at Page 252, has acquired Title to certain Property on Hilton Head Island, South Carolina, commonly known as Parcel G, said Property being more and particularly described at Exhibit A hereto; and

WHEREAS, Grantee has acquired said Parcel G for the purpose of developing it as a commercial site consistent with the existing development in the general vicinity and the high standards maintained by Grantor; and

WHEREAS, in order to develop Parcel G in the aforesaid compatible manner, Grantee has requested and Grantor has agreed to grant the within Easement subject to the conditions, limitations and restrictions herein provided.

NOW, KNOW ALL MEN BY THESE PRESENTS, that the Grantor, For and in consideration of the sum of THREE (\$3.00) DOLLARS, to it in hand paid at and before the sealing of these presents by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released unto the said Grantee, its heirs and assigns forever, a non-exclusive easement for the limited purpose of ingress, egress and parking of automobiles over and on that property containing 0.514 acres, as more particularly described at Exhibit B, (hereinafter referred to as "Parking Easement") hereto.

WITH ALL AND SINGULAR, the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said

Premises beforementioned unto the said Grantee, its heirs and assigns forever.

Said Parking Easement, however, to be forever subject to the following covenants, restrictions, easements, and encumbrances.

- (1) All easements, restrictions and plats of record affecting the Property over which the within Easement is granted.
- (2) Easement dated December 19, 1960, to Palmetto Electric Co-Operative, Inc., recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 105 at Page 101, said Easement having been conveyed, by Deed and Bill of Sale dated March 31, 1968, to Central Electric Power Co-Operative, Inc., and the Relocation of Easement Agreement between Sea Pines Plantation Company and Central Electric Power Co-Operative, Inc., recorded in said Clerk's Office in Deed Book 210 at Page 1065.
- (3) Cross-Easement Agreement dated May 1, 1975, a copy of which is attached hereto as Exhibit C, between Sea Pines Plantation Company, Amelia Beach Campgrounds Company and Market Place-Hilton Head Associates permitting any parking spaces created on the Parking Easement described herein to be available to the beneficiaries of said Cross-Easement Agreement including the Grantor herein, its successors or assigns.
- (4) Grantee, its heirs or assigns shall not construct or maintain or permit to be constructed or maintained on the within described Parcel G the following types of commercial activities without the express written approval of the Grantor:
 - (a) Insurance Agency
 - (b) Real Estate Sales Office
 - (c) Real Estate Rental/Leasing Office

Grantee shall execute a Declaration of Covenants and Restrictions on Parcel G prohibiting the said uses which shall be recorded simultaneously herewith.

- (5) Grantee shall submit all plans for construction of parking spaces and landscaping of the said Parking Easement to Grantor for approval prior to commencing of any construction thereon, including site preparation.
- (6) Grantee shall be permitted to modify the shape of that portion of the existing lagoon which borders the Parking Easement provided plans for such modification are submitted in advance to the Grantor and are approved. Modification of shape will generally be disapproved if it results in a reduction of actual water surface of the lagoon but may be disapproved for any other reason, including aesthetics, in Grantor's sole discretion.

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- (7) Grantee shall provide all landscape maintenance, trash removal, paving and lighting required for the Parking Easement and that portion of the Lagoon bounding said Parking Easement as required by the Grantor in its sole discretion.
- (8) The Parking Easement granted herein does not permit the Grantee to establish access from the Parking Easement to the right-of-way of Greenwood Drive without the express written permission of the Grantor.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused these Presents to be executed in its name by its duly authorized officers, and its corporate seal to be hereto affixed this 20 day of OCTOBER, in the Year of Our Lord One Thousand Nine Hundred and Seventy Eight and in the Two Hundred and Third Year of the Sovereignty and Independance of the United States of America.

WITNESSES:

SEA PINES PLANTATION COMPANY

By

Jackie Blackburn
Sara A. Parker

Attest

Barbara T. Richardson

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me JACKIE BLACKBURN, and made oath that (s)he saw the within named SEA PINES PLANTATION COMPANY, by W. D. ASHIP, its VICE PRESIDENT and by BARBARA T. RICHARDSON, its ASST SECRETARY, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with SARA A. PARKER witnessed the execution thereof.

SWORN to before me this 20 day of OCTOBER, 1978.

Jackie Blackburn
(witness)

Sara A. Parker
Notary Public for South Carolina
My Commission Expires: 11/1/85

EXHIBIT "A"

ALL that certain piece, parcel, or tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as Parcel G containing 0.594 acres as shown on a plat entitled: "A Plat of Sea Pines Center, Sea Pines Plantation Company", dated August 13, 1973, and prepared by Paul J. Emilius & Associates and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 23 at Page 159, said plat being subsequently revised on June 7, 1974 and September 26, 1974. For a more detailed description as to the courses, metes, and bounds of the said parcel, reference may be had to the above referred to Plat of Record.

EXHIBIT "B"

ALL that certain piece, parcel, or tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as "Parking Easement" containing 0.514 Acres, as shown on a plat entitled: "A Plat of Parcel G and Adjoining Parking Easement, A Section of Market Place at Sea Pines, Hilton Head Island, South Carolina", dated September 20, 1978, and prepared by Jerry L. Richardson, S.C. Reg. L.S. No. 4784, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book _____ at Page _____. For a more detailed description as to courses, metes, and bounds of said Parcel, reference may be had to the above referred to plat of record.

1572

EXHIBIT "C"

CROSS EASEMENTS

THIS AGREEMENT MADE AND ENTERED INTO this 1 day of MAY, 1975, by and between SEA PINES PLANTATION COMPANY, a South Carolina corporation, and AMELIA BEACH CAMPGROUNDS COMPANY, a Delaware corporation (hereinafter collectively referred to as "Sea Pines") and MARKET PLACE-HILTON HEAD ASSOCIATES, a South Carolina limited partnership, hereinafter called Market Place.

WHEREAS, Market Place has this day purchased from Amelia Beach Campgrounds Company that parcel of land on Hilton Head Island, Beaufort County, South Carolina designated as Parcel A on a plat of property prepared by Paul J. Emilius & Associates, ~~and recorded with the Office of the Clerk of Court in Beaufort County, South Carolina as "Exhibit A", and is attached hereto as "Exhibit A", and~~ *and recorded with the Office of the Clerk of Court in Beaufort County, South Carolina as "Exhibit A", and is attached hereto as "Exhibit A", and* *23 of Page 159*

WHEREAS, Sea Pines has title to Parcels A-1, B-1, B-2, C, E and G all of which are shown on said plat.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their successors and assigns, as follows:

1. Parking easement to one party. Sea Pines and all tenants and licensees of Parcels A-1, B-1, B-2, C, E and G or any parts thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the existing and future parking areas, entrances, exits, driveways, and walks located on Parcel A in common with Market Place and all tenants and licensees of Parcel A or any part thereof and their business invitees, licensees, and employees.

2. Parking easement to other party. Market Place and all tenants and licensees of Parcel A or any part thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the existing and future

parking areas, entrances, exits, driveways, and walks located on Parcels A-1, B-1, B-2, C, E and G in common with Sea Pines and all tenants and licensees of Parcels A-1, B-1, B-2, C, E and G or any part thereof and their business invitees, licensees, and employees.

3. Maintenance of easement areas. Each party shall maintain and keep in good repair the parking areas and rights-of-way situated on its premises and shall keep such areas and rights-of-way striped and clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way on both premises shall meet at compatible grades and no obstructions shall be erected or permitted upon either premises which will in any way interfere with any rights granted by this agreement except as hereinafter provided. Each party shall maintain at all times insurance against claims for personal injury or property damage in an amount not less than \$500,000 with respect to any one injury, \$100,000 with respect to injuries in any one accident, and \$50,000 with respect to property damage. All such policies shall name both parties as insureds.

4. Construction of improvements and reduction of number of parking space.

(a) Market Place agrees that Sea Pines shall have the right to construct additional buildings and leasehold space on its property.

(b) Market Place without the prior written consent of Sea Pines, which consent shall not be unreasonably withheld, shall not construct additional buildings or add additional leaseable space on its property except as shall be necessary to comply with options to lease additional space now

held by tenants in the shopping center.

1575

(c) Market Place may not reduce its number of parking spaces below the ratio 5.25 spaces for each 1,000 square feet of leaseable space.

(d) Upon the construction of leaseable space on Parcels A-1, B-1, B-2, C, E and G, Sea Pines shall establish and maintain 5 parking spaces for each 1,000 square feet of leaseable space.

(e) No structure permitted to be built, enlarged or altered hereunder by Market Place shall be built, enlarged or altered until proposed plans and specifications, showing elevations, floor plans, exterior color and finish, a plot plan detailing the proposed location and the construction schedule shall have been filed with and approved in writing by the Sea Pines Plantation Company Architectural Control Board. Refusal of approval of plans, location or specifications may be based by said Board upon any ground, including purely aesthetic considerations, which in the sole good faith discretion of the Board shall seem sufficient.

(f) In the exercise of its right to construct additional buildings under this paragraph Sea Pines may utilize area presently employed for parking provided that additional parking areas are established in compliance with the requirements of Paragraph 3 and subparagraph (d) next above.

(g) The leaseable space located on Parcel A shall be used solely for the purpose of retail sales. Such sales may include food, beverages, clothing, items commonly sold in grocery stores,

drug stores, and variety stores, books and other types of literature, plants and other nursery related items and other items and services commonly sold in neighborhood shopping centers. The leaseable space located in Parcel A shall not be used as a gasoline service station, car wash, garage or any other endeavor which includes sales or service of motorized vehicles or their parts.

5. Sea Pines agrees that no use under any lease of space in improvements now or hereafter located on Parcel B-1, B-2 and E shall be permitted which would cause a violation of a "non-competitive" clause contained in the leases with Stripe Discount Stores of South Carolina, Inc., Edward's Inc. and Winn-Dixie Greenville, Inc. (herein individually referred to as the "Lease" and collectively referred to as the "Leases") in the shopping center located on Parcel A. Said restriction shall expire and terminate upon the termination of this Easement or upon the expiration or termination of the Leases, whichever event first occurs; provided, however, that in the event any Lease expires or terminates prior to the time this restriction would otherwise expire as herein provided, Parcel B-1, B-2 and E shall be relieved and discharged from the burden imposed in the restriction against non-competition contained in said expired and terminated Lease.

6. Term. This Easement shall continue for a term of 20 years from the date hereof, or so long as both Parcel A and Parcels A-1, B-1, B-2, C, E and G shall be used for one or more retail commercial establishments, whichever shall be longer. Nevertheless, in the event that retail commercial activities on either Parcel A or Parcels A-1, B-1, B-2, C, E and G shall cease during the term of this Easement the owner of the other premises on which retail and commercial activities are continuing

JHR

shall have the right to terminate this agreement upon 60 days' 1577
written notice to the then owner of the premises on which retail
commercial activities have ceased. Temporary cessation of use
upon either premises due to fire or other casualty, acts of God,
labor difficulties, or other causes beyond the reasonable control
of the owner and a temporary cessation of use for not more than
365 consecutive days for the purpose of making of alterations or
reletting shall not be deemed a cessation of use within the mean-
ing of this paragraph 6.

7. Covenants running with land. The easements hereby
granted, the restrictions hereby imposed, and the agreements here-
in contained shall be easements, restrictions and covenants run-
ning with the land and shall inure to the benefit of, and be bind-
ing upon, the parties hereto and their respective heirs, successors,
and assigns, including, but without limitation, all subsequent
owners of Parcel A and of Parcels A-1, B-1, B-2, C, E and G and
all persons claiming under them.

IN WITNESS WHEREOF, the parties have executed and
affixed their respective corporate seals to this Agreement.

"SEA PINES"

SEA PINES PLANTATION COMPANY

By: James F. Russell
As Its: VICE PRESIDENT

ATTEST: Jeffrey J. Rhodes
As Its: Asst. Secretary

AMELIA BEACH CAMPGROUNDS COMPANY

By: James F. Russell
As Its: PRESIDENT

ATTEST: Jeffrey J. Rhodes
As Its: Asst. Secretary

gtr

1578

"MARKET PLACE"

MARKET PLACE-HILTON HEAD ASSOCIATES,
LTD., a South Carolina Limited
Partnership

Robert P. Lewis

Sally A. Hobbs

By: [Signature]

Its: General Partner

~~Witness~~

~~Witness~~

STATE OF SOUTH CAROLINA

Blanford COUNTY

Personally appeared before me Dustin E. Newmark
 and made oath that he saw the within-named
James F. Russell and Tiffany J. Rhodes sign, seal,
 and, as SEA PINES PLANTATION COMPANY's act and deed, deliver
 the within-written Cross Easements Agreement; and that with
George G. L. Palmer witnessed the execution thereof.

Sworn to before me this 25th
 day of July, 1975.

[Signature]
 Notary Public for South Carolina

Dustin E. Newmark

STATE OF SOUTH CAROLINA

Blanford COUNTY

Personally appeared before me Dustin E. Newmark
 and made oath that he saw the within-named
James F. Russell and Tiffany J. Rhodes sign, seal,
 and, as AMELIA BEACH CAMPGROUNDS COMPANY's act and deed, deliver
 the within-written Cross Easements Agreement; and that with
George G. L. Palmer witnessed the execution thereof.

Sworn to before me this 25th
 day of July, 1975.

[Signature]
 Notary Public for South Carolina

Dustin E. Newmark

STATE OF SOUTH CAROLINA]
COUNTY]

1580

Personally appeared before me Robert P. Rowe
and made oath that he saw the within-named Stanley R. Fimberg and sign, seal,
and, as general partner of Market Place Microfilm Associates, Ltd. as its act and deed, deliver
the within-written Cross Easements Agreement; and that with
Sally A. Herman witnessed the execution thereof.

Sworn to before me this 24th
day of July 1975.

Sally A. Herman
Notary Public for

Notary Public, Georgia, State at Large.
My Commission Expires Mar. 13, 1978

Robert P. Rowe

1580

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
11:20	S. C.	BOOK
O'CLOCK	FEB 5 1979	276
A.M.		PAGE
		1567
KORANNE W. Bunch		
CLERK OF SUPERIOR COURT		

The State of South Carolina,

COUNTY OF BEAUFORT

1636

To All Whom These Presents May Come:

WHEREAS, the within Grantee is a Partnership; and

WHEREAS, the within Grantor received from Sea Pines Plantation Company a non-exclusive easement for ingress, egress and parking of automobile over and on that certain property described below by easement agreement dated October 20, 1978 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 276 at Page 1567; and

~~WHEREAS, the within~~

~~SENTINEL~~

WHEREAS, the undersigned Chisholm - Grieco Associates conveyed parcel G which is adjacent to the within described property to Char-Mar Associates, a South Carolina Partnership by Deed dated May 31, 1979 and recorded in Beaufort County Deed Book 291 at Page 398; and

WHEREAS, the within mentioned non-exclusive easement is appurtenant to the adjacent Parcel G containing 0.594 acres which Parcel G is described in the above referenced Deed recorded in Beaufort County Deed Book 291 at Page 398 of the records of Beaufort County and further described in Plat Book 23 at Page 159; and

WHEREAS, the within Grantee is or has acquired the said above mentioned Parcel G from Char-Mar Associates; and

WHEREAS, it was intended by the within Grantor that the within described property is an integral portion and an indispensable appurtenance to the said Parcel G; and

WHEREAS, it is the intention of this Deed for the within Grantor to convey the ~~XXXXXX~~ within described property to the within Grantee, its heirs and assigns forever;

WHEREAS, CHISOLM GRIECO ASSOCIATES, a South Carolina Partnership SENDS GREETINGS:

NOW, KNOW ALL MEN BY THESE PRESENTS, That CHISOLM GRIECO ASSOCIATES, a South Carolina Partnership in consideration of the premises and also in consideration of the sum of TEN AND NO/100 (\$10.00)--dollars to it in hand paid at and before the sealing and delivery of these presents by RETAIL ASSOCIATES, c/o Mr. Walter G. Seinsheimer, Jr., 42-A Bow Circle, Hilton Head Island, SC 29928

(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said RETAIL ASSOCIATES, its successors and assigns forever, the following described real estate to-wit:

ALL of our right, title and interest in that certain non-exclusive easement for ingress, egress and parking of automobiles over and on all that certain piece, parcel, or tract of land, with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being more particularly shown and described as "parking easement" containing 0.514 acres, as shown on a plat entitled: "A Plat of Parcel G and Adjoining Parking Easement, A Section of Market Place at Sea Pines, Hilton Head Island, South Carolina," dated September 20, 1978, and prepared by Jerry R. Richardson, R.L.S., recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 65. For a more detailed description as to courses, metes and bounds of said parcel, reference may be had to the above referred to plat of record.

THIS being the same easement conveyed to the Grantor herein by recorded Easement Agreement dated October 20, 1978 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 276 at Page 1567.

THE within property is conveyed subject to all of the terms, conditions, restrictions, covenants, encumbrances, etc. of record and as shown in the Easement recorded in Beaufort County Deed Book 276 at Page 1567.

THE WITHIN Deed was prepared in the Law Offices of Dowling, Sanders, Dukes, Novit & Svalina, P.A., Post Office Drawer 5706, Hilton Head Island, SC 29938 by Herbert L. Novit, Esquire.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
230	15		333	

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said
RETAIL ASSOCIATES, its successors and

~~XXXXXXX~~ assigns, forever—so that neither it the said CHISOLM GRIECO ASSOCIATES, a South Carolina Partnership

successors
nor ~~its~~ nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Witness its hand and seal this 2nd day of MARCH
in the year of our Lord one thousand nine hundred and eighty-two and in the two hundred
and sixth year of the Sovereignty and Independence of the United States of
America.

Signed, Sealed and Delivered }
in the presence of }

CHISOLM GRIECO ASSOCIATES, a South (L. S.)
Carolina Partnership

By: CHAR-MAR, INC. (L. S.)

By: J. Charles Grieco (L.S.)
J. CHARLES GRIECO, President

ATTEST: Margaret M. Grieco
MARGARET M. GRIECO, Secretary

Elizabeth A. Doyle
Witness

James H. Biele
Notary Public

1638

The State of South Carolina,

BEAUFORT

County.

PERSONALLY appeared before me

Elizabeth A. Doyle

and made oath that s/he
a South Carolina Partnership

saw the within named CHISOLM GRIECO ASSOCIATES,

sign, seal, and as its act and deed, deliver the within written

Deed; and that s/he with Jack H. Biel

witnessed the execution thereof.

SWORN to before me, this

2ND

day of MARCH

A. D. 19 82

(SEAL)

Jack H. Biel
Notary Public for South Carolina
My Commission Expires: 5/4/87

Elizabeth A. Doyle
Witness

The State of South Carolina,

County.

RENUNCIATION OF DOWER.

NOT REQUIRED AS GRANTOR IS A PARTNERSHIP

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

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

Heirs 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

day of

Anno Domini, 19

(SEAL)

1639

Dowling

The State of South Carolina,
COUNTY OF BEAUFORT

CHISOLM GRIECO ASSOCIATES, a South
Carolina Partnership

To

RETAIL ASSOCIATES

QUIT-CLAIM DEED

Filed 3rd day
of March A. D. 1982
at 5:00 o'clock P. M.,
and recorded in Book 342

Page 1636 Fee, \$ 4.00
Gene S. Perry
R. M. C. or Clerk Court C. & G. S.

Beaufort County, S. C.

Recorded this 5th day
of March 1982
in Book 7 Page 260

Fee, \$
Auditor *Wayne S. Wright*
Beaufort County, S. C.

DS/DANUS/HUN 14

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

EASEMENT

1640

WHEREAS, Sea Pines Plantation Company ("Grantor") by Easement Agreement dated October 20, 1978, recorded in Beaufort County Deed Book 276 at Page 1567 ("Previous Easement") conveyed a non-exclusive easement for ingress, egress and parking of automobiles over and on property consisting of 0.514 acres ("Parking Easement"), as described in the Previous Easement, to Chisolm-Grieco Associates; and

WHEREAS, the Previous Easement was adjacent to parcel G consisting of 0.594 acres as described on a plat recorded in Beaufort County Plat Book 23 at Page 159 upon which property Chisolm-Grieco Associates constructed an enclosed shopping center known as "The Gallery"; and

WHEREAS, by various deeds Chisolm-Grieco Associates conveyed The Gallery to CHAR-MAR Associates, a South Carolina Partnership, by deed recorded in Beaufort County Deed Book 291 at Page 398; and

WHEREAS, CHAR-MAR Associates has or intends to convey The Gallery property to Retail Associates, a partnership doing business in South Carolina, whose address is c/o Walter G. Seinsheimer, Jr., 42-A Bow Circle, Palmetto Bay South, Hilton Head Island, South Carolina; and

WHEREAS, the property described in the non-exclusive Previous Easement is adjacent and appurtenant to the 0.594 acres known as The Gallery; and

WHEREAS, the Previous Easement described the Parking Easement in Exhibit B thereto by reference to a survey entitled "A Plat of Parcel G and Adjoining Parking Easement, a Section of Market Place at Sea Pines, Hilton Head Island, South Carolina," dated September 20, 1978, and prepared by Jerry L. Richardson, R.L.S., but a portion of Exhibit B to the Previous Easement failed to include recording data for the plat which plat apparently by inadvertence was not recorded now requiring the recording of the referenced plat simultaneously with the recording of this non-exclusive easement agreement;

and

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
552	15		333	

WHEREAS, the property, the subject of the within easement is more particularly described in Exhibit A hereto; and

1641

WHEREAS, it is the intention hereof that a non-exclusive easement be granted Retail Associates for ingress, egress and parking along, over and on the property described in Exhibit A hereto;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Grantor herein, Sea Pines Plantation Company, for and in consideration of the sum of Three (\$3.00) Dollars, to it in hand paid at and before the sealing of these presents by Retail Associates, the Grantee, the receipt and adequacy whereof is hereby acknowledged, has granted, bargained, sold and released unto the said Grantee, its successors and assigns forever, a non-exclusive easement for the limited purpose of ingress, egress and parking of automobiles over and on that property containin 0.514 acres, as more particularly described in Exhibit A ("Parking Easement") hereto, subject to the following terms and conditions, to-wit:

1. That the above "Whereas" clauses are hereby incorporated herein by this reference thereto as if restated and are hereby made an integral part hereof.
 2. The within easement is conveyed subject to all of the terms and conditions included in the Previous Easement recorded in Beaufort County Deed Book 276 at Page 1567 including, but not limited to, a certain Cross-Easement Agreement dated May 1, 1975, a copy of which was attached thereto permitting any parking space created on the within easement to be available to beneficiaries of said Cross-Easement Agreement recorded in Beaufort County Deed 230 at Page 137.
 3. The Grantor herein hereby acknowledges that the plat referred to in Exhibit A hereto was a survey referenced in the Previous Easement Agreement and intended to be recorded and incorporated therein.
 4. That the within conveyance is with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging, or
- anywise incident or appurtenanting.

5. That the Grantee, its successors and assigns, shall have and hold, all and singular, the said premises before mentioned unto the said Grantee, its heirs and assigns forever.

WFB 1642

6. By execution hereof, the within Grantee hereby agrees to the within conveyance subject to all of the terms and conditions set forth herein.

7. IN WITNESS WHEREOF, Sea Pines Plantation Company has caused these presents to be executed in its name by its duly authorized offices, and its corporate seal to be hereto affixed this 25 day of February, in the year of our Lord One Thousand Nine Hundred Eighty-Two and in the Two Hundred Sixth Year of the Sovereignty and Independence of the United States of America.

WITNESSES:

SEA PINES PLANTATION COMPANY

Terry L. Wynn
Sara A. Parker

By: *Philip Lader*
Attest: *Charles A. Scarpinach*

RETAIL ASSOCIATES

Joel Ann Sandus
Linda L. Boomer

By: *Walter G. Seinsheimer, Jr.*
Managing Partner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Terry L. Wynn, who, on oath, says that she saw the within named SEA PINES PLANTATION COMPANY, by Philip Lader, its President, sign the within Instrument, and Charles A. Scarpinach, its Secretary attest the same, and the said Corporation, by said officers, seal said Instrument, and, as its act and deed, deliver the same, and that she with Sara A. Parker witnessed the execution thereof.

Terry L. Wynn

SWORN to before me
this 25 day of February, 1982.

Sara A. Parker (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/10/85

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

1643

PERSONALLY appeared before me Jane Ann Sanders, who, on
oath, says that she saw the within named RETAIL ASSOCIATES, by Walter
G. Seinsheimer, JR., its Managing Partner, and by
its, sign the within
Instrument, and the said Corporation, by said officers, seal said Instrument,
and, as its act and deed, deliver the same, and that she with Linda M.
Toomer witnessed the execution thereof.

Jane Ann Sanders

SWORN to before me
this 2nd day of February, 1982.

Linda M. Toomer (SEAL)
Notary Public for South Carolina
My Commission Expires: 8-22-84

EXHIBIT "A"

1644

ALL that certain piece, parcel or tract of land with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being more particularly shown and described as "Parking Easement" containing 0.514 acres, as shown on a plat entitled: "A Plat of Parcel G and Adjoining Parking Easement, a Section of Market Place at Sea Pines, Hilton Head Island, South Carolina," dated September 20, 1978, and prepared by Jerry L. Richardson, R.L.S., recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 65. For a more detailed description as to courses, metes, location, distances and bounds of said "Parking Easement", reference may be had to the above referred to plat of record.

The within document prepared in the law offices of Dowling, Sanders, Dukes, Novit & Svalina, P.A., Post Office 5706, Hilton Head Island, South Carolina 29938 by H. L. Novit, Esquire.

Dowling

FILED AT <u>5:00</u> O'CLOCK <u>P.M.</u>	BEAUFORT COUNTY S. C. MAR 3 1982	RECORDED IN BOOK <u>302</u> PAGE <u>1640</u>
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Gene J. Perry, Esq.
CLERK OF COURT OF COMMON PLEAS

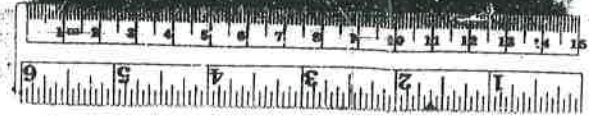
RECORDED THIS 5th DAY
OF March 1982
IN BOOK 30 PAGE 260
FEES, \$
Margaret A. Smith
AUDITOR, BEAUFORT COUNTY, S. C.

LG. PLAT FILE

Parting door to a part of
Parting E 3 F

REFERENCE PLAT
PLAT OF SEAPINES CENTER
BY PAUL J. EMILIUS & ASSOC.
DATED AUG 13, 1973

20 SEP 78	ORIGINAL PREPARED	REVISIONS	ORIGINAL PLAT AND REVISION APPROVAL			
			NAME	DATE	REVISION	REVISION



DATE SEP 20, 1978
SCALE 1" = 30
JOB NO. 1933
FIELD CK. N/A
OFFICE CK. L.D.M.

JERRY L. RICHARDSON
 5 C REG. L S NO 4794

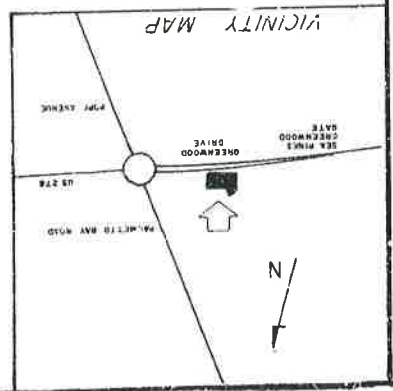
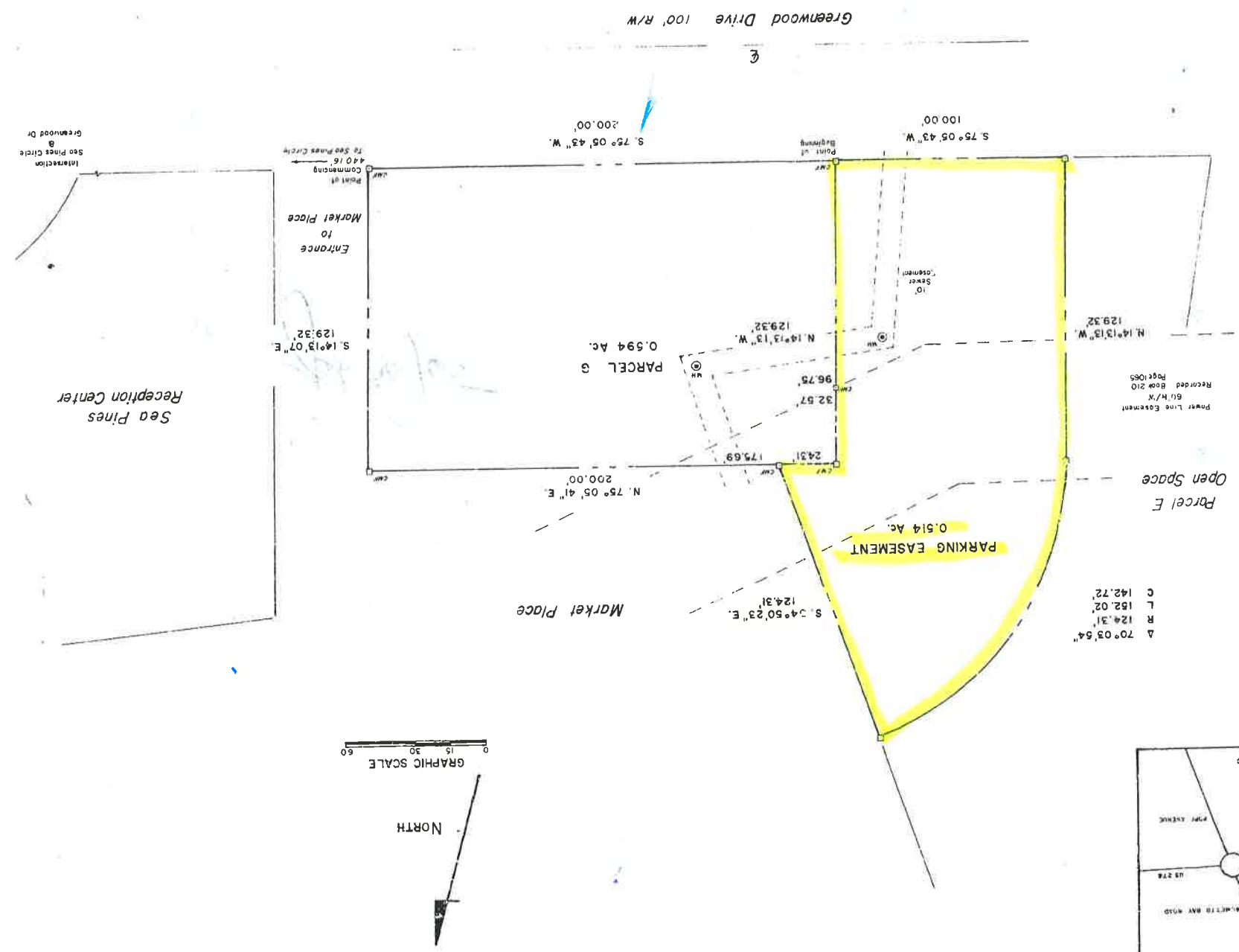
COASTAL SURVEYING CO.,
INC.
MILTON HEAD ISLAND
SOUTH CAROLINA

RECORDED IN
BOOK 30 PAGE 65
DATE 3-3-52
IN THE OFFICE OF
CLERK OF COURT
BEAUFORT, S C

CHISHOLM-GRIECO ASSOCIATES
FOR
SURVEYED

A SECTION OF
MARKET PLACE
AT
SEA PINES
HILTON HEAD ISLAND
SOUTH CAROLINA

A PLAT OF
PARCEL G
AND ADJOINING
PARKING
EASEMENT



GRAPHIC SCALE

NORTH

