

STATE OF SOUTH CAROLINA)
) EASEMENT AGREEMENT
COUNTY OF CHARLESTON)

THIS EASEMENT AGREEMENT (the "Agreement") has been entered into this 6th day of November, 1987, by and among JEANNETTE CREEK LIMITED PARTNERSHIP (hereinafter referred to as "Developer"), TOLER'S COVE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") and THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP (hereinafter referred to as "Marina").

WHEREAS, Developer is the developer of a condominium project organized pursuant to that certain Master Deed of Toler's Cove Horizontal Property Regime dated January 31, 1985, and recorded in Book H-143 at Page 536, in the Offices of the Register of Mesne Conveyances for Charleston County; that certain Amended and Restated Master Deed of Toler's Cove Horizontal Property Regime (the "Master Deed") dated May 31, 1986, and recorded in said office in Book K-155 at Page 104; and that certain First Amendment to Amended and Restated Master Deed of Toler's Cove Horizontal Property Regime dated as of _____, 19____, and recorded in said office in Book _____ at Page _____; and

WHEREAS, Developer granted certain access, use and parking easements and other rights to Marina in that certain Warranty Deed dated December 20, 1985, and recorded in Book R-150 at Page 642 (the "Warranty Deed"); and

WHEREAS, Association granted certain access, use and parking easements and other rights to Marina in that certain

Easement dated December 20, 1985, and recorded in Book S-150 at Page 837 (the "Easement"); and

WHEREAS, a plat of the Burdened Parcel (as that term is defined in the Warranty Deed and Easement) entitled "Parking, Access and Usage Easement for The Yacht Club at Toler's Cove Marina Limited Partnership" dated October 28, 1987, prepared by Forsberg Engineering & Surveying, Inc., recorded in Plat Book _____ at Page _____, in the Offices of the RMC for Charleston County (the "Plat") shows the Burdened Parcel and various easement areas hereinafter described; and

WHEREAS, Developer, Association and Marina desire to enter into this Agreement, to more particularly define certain of the easement areas through the Burdened Parcel, as that term is defined in the Warranty Deed and the Easement.

W I T N E S S E T H:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to each from the other in hand duly paid, and of the covenants, agreements, conditions and stipulations herein contained, the receipt and sufficiency of which are hereby acknowledged and conclusively established, do hereby mutually covenant, stipulate and agree as follows:

1. Limitations. Marina hereby agrees that the easement rights granted in the Warranty Deed and the

Easement serving the Dominant Parcel, as that term is defined in the Warranty Deed, shall be limited, so long as, and to the extent that, free and unrestricted use of the easement rights so granted, and as limited herein, is granted to Marina, its successors, assigns, slip lessees, and the guests and invitees of Marina or any slip lessee, as hereinafter provided:

(a) Pedestrian ingress and egress over the Burdened Parcel shall be limited to the sidewalk and roadway areas located on that portion of the Burdened Parcel designated on the Plat as "Private Road System" and "Pedestrian Easements", provided, however, pedestrian traffic shall be limited to the sides of the Private Road System so as to not to obstruct the flow of vehicular traffic.

(b) Vehicular ingress and egress over the Burdened Parcel shall be limited to the areas constituting roadway areas and parking areas on that portion of the Burdened Parcel designated on the Plat as "Private Road System" and "Pedestrian and Vehicular Easement" including the areas designated "A", "B", "C", "D", and "E".

(c) Vehicular parking, exclusive to Marina, its successors, assigns, slip lessees, and their guests and invitees, on the Burdened Parcel shall be limited to parking spaces in the parking areas established in the areas of the Burdened Parcel designated on the Plat and

more particularly located in the area marked by hatchmarks on Exhibit "A" hereto, as follows: forty-three (43) 8-1/2 ft. x 18 ft. parking spaces within Parcel A as shown on the Plat, thirteen (13) 9 ft. x 20 ft. parking spaces, and twenty-one (21) 8-1/2 ft. x 18 ft. parking spaces within Parcel B as shown on the Plat, unlimited parking within Parcel C as shown on the Plat, and twenty-four (24) 9 ft. x 20 ft. and seven (7) 8-1/2 ft. x 18 ft. parking spaces within Parcel E as shown on the Plat.

(d) The Parties hereto reserve the right to disrupt temporarily the use of any parking area for the purpose of repair and maintenance work on underlying utility easements, including, without limitation, sewer, water and drainage systems; provided, however, the party repairing or maintaining, at its expense, shall restore any parking area to its original condition.

(e) All other access and use rights granted to Marina under or by the Warranty Deed and the Easement, except those related to fuel tanks and fuel lines, shall be located, to the fullest extent possible without adversely affecting such rights, along the property boundary lines of the Burdened Parcel and in such manner so as to minimize interference with the utilization and development of the Burdened Parcel. This limitation shall apply to the following access and use rights:

(i) construction, installation, support and maintenance conducted on the Burdened Parcel related to utility lines serving the Dominant Parcel; and

(ii) maintenance, repair and replacement conducted on the Burdened Parcel related to existing improvements located partially on the Dominant Parcel but encroaching on the Burdened Parcel;

(f) All access and use rights granted to the Marina under or by the Warranty Deed and the Easement with respect to fuel tanks and fuel lines, and the easement areas affected thereby, shall be limited to the areas designated as "Fuel Tanks" and "Fuel Line Easement" on the Plat, together with a right of reasonable access from time to time thereto.

(g) The party entitled to exclusive use of any parking spaces shall at all times maintain the surface of all such parking spaces in good order and appearance free from potholes and other conditions which may result in erosion or pollution, so as not to interfere with adjoining property, but this provision shall not require paving.

2. No Other Uses. No uses shall be made of the Burdened Parcel by Marina other than as set forth in the Warranty Deed and the Easement, as limited by this Agreement.

3. Successors and Assigns. Whenever in this Agreement any party hereto is named or referred to, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included, and all covenants and agreements contained in this Agreement shall bind and inure to the benefit of all said persons, whether so expressed or not.

4. Cooperation. The Developer, the Association, and the Marina each agree to act reasonably and in good faith in connection with any and all activities conducted on their respective real property to promote continued harmonious co-existence, development and utilization of both the Burdened Parcel and the Dominant Parcel. This obligation shall include, but not be limited to the execution of such documents reasonably requested by any of the parties hereto from time to time to confirm the various easements and use rights provided herein. Irrespective of the foregoing, no party hereto shall have any obligation with respect to cooperation to the extent that said party will incur financial obligations or liabilities not agreed to be borne by any other party to this Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and sealed in South Carolina on the date aforesaid.

WITNESSES:

JEANNETTE CREEK LIMITED PARTNERSHIP (SEAL)

By: Carolina Service Corporation of Greenville Its General Partner

By: A.M. Harp Its: President

Elizabeth L. Russell

YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP (SEAL)

By: Stuart E. Huston Its General Partner

Elizabeth L. Russell

TOLER'S COVE HOMEOWNERS ASSOCIATION, INC. (CORPORATE SEAL)

By: A.M. Harp Its President

Elizabeth L. Russell

CONSENT

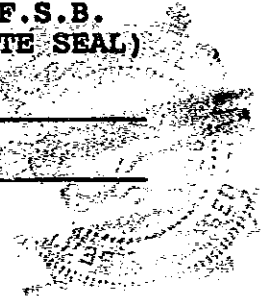
FOR VALUE RECEIVED, the undersigned, being the holder of that certain mortgage granted by The Yacht Club at Toler's Cove Marina Limited Partnership dated July 8, 19 87, recorded _____, 19____, in the Office of the RMC for Charleston County in Book E167 at Page 665, does hereby agree to be bound by the provisions of the foregoing Agreement and that any successor, assign or other party purchasing any of the property which is subject to the lien of this mortgage in any foreclosure sale shall likewise be bound thereby.

WITNESSES:

Janet Stuart
Douglas Swad

LIBERTY SAVINGS BANK, F.S.B.
(CORPORATE SEAL)

By: [Signature]
Its: SMV V.P.



CONSENT

FOR VALUE RECEIVED, the undersigned, being the holder of those certain mortgages granted by Jeannette Creek Limited Partnership dated August 31, 1984 and recorded in the Office of the RMC for Charleston County in Book H-140 at Page 384 and in Book H-140 at Page 403, does hereby agree to be bound by the provisions of the foregoing Agreement and that any successor, assign or other party purchasing any of the property which is subject to the lien of this mortgage in any foreclosure sale shall likewise be bound thereby.

WITNESSES:

Carroll J. Dickson
John E. Quarles

SECURITY FEDERAL SAVINGS AND
LOAN ASSOCIATION OF SOUTH
CAROLINA (SEAL)

By: [Signature]
Its: Senior Vice President

CONSENT

FOR VALUE RECEIVED, the undersigned, being the holder of that certain mortgage granted by Jeannette Creek Limited Partnership dated February 28, 1986 and recorded in the Office of the RMC for Charleston County in Book A-154 at Page 59, does hereby agree to be bound by the provisions of the foregoing Agreement and that any successor, assign or other party purchasing any of the property which is subject to the lien of this mortgage in any foreclosure sale shall likewise be bound thereby.

WITNESSES:

[Signature]
Shepherd & Purcell

SECURITY SERVICE CORPORATION
(SEAL)

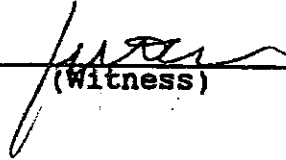
By *[Signature]*
Its: *President*

[Handwritten mark]

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)


PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Jeannette Creek Limited Partnership by Carolina Service Corporation of Greenville, its General Partner, by A.M. Harp, its President, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.



(Witness)

SWORN TO before me this
6th day of November, 1987.



Notary Public for South Carolina
My Commission Expires: 11/4/94

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Toler's Cove Homeowners Association, Inc. by A.M. Harp, its President, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.



 (Witness)

SWORN TO before me this
10th day of November, 1987.



 Notary Public for South Carolina
 My Commission Expires: 11/1/94

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)


PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Yacht Club at Toler's Cove Marina Limited Partnership, by Stuart E. Huston, its General Partner, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.



(Witness)

SWORN TO before me this
6th day of November, 1987.



Notary Public for South Carolina
My Commission Expires: 11/1/94

STATE OF GEORGIA

COUNTY OF BIBB

)
)
)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Liberty Savings Bank, F.S.B., by F.C. Wiggins, its Senior Vice President, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Janet Stuart
(Witness)

SWORN TO before me this 17 day of November, 1987.

Jenni E. Bonluk
Notary Public for Georgia
My Commission Expires: 4-24-89

STATE South Carolina
COUNTY OF Richland

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Security Federal Savings and Loan Association of South Carolina, by William R. Monteith, its Senior Vice President, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Caryn A. Gibson
(Witness)

SWORN TO before me this
10th day of November, 1987.

John E. Quasha
Notary Public for South Carolina
My Commission Expires: 6-19-90

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

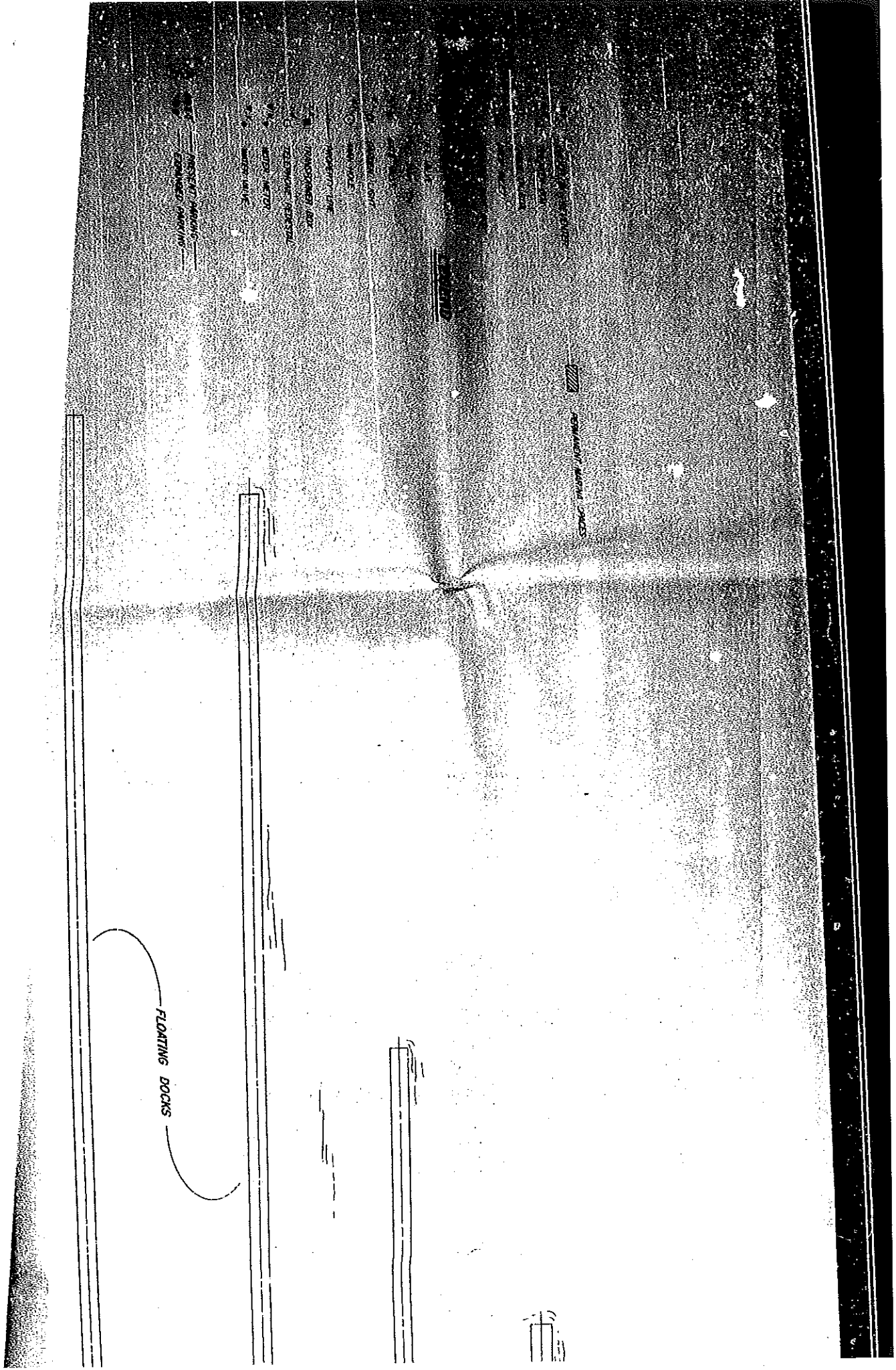
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Security Service Corporation, by Ann Harp, its President, sign, seal, and as its act and deed, deliver the within written Easement Agreement for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

[Signature]
(Witness)

SWORN TO before me this 6th day of November, 1987.

Elizabeth A. Jansell
Notary Public for Georgia SC
My Commission Expires: 11/19/94

(2449)

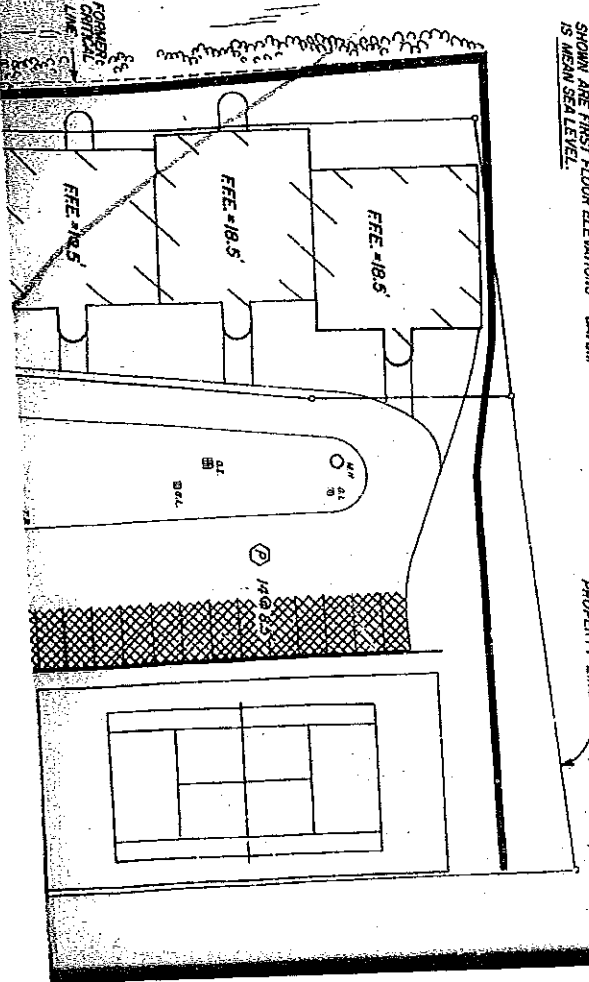
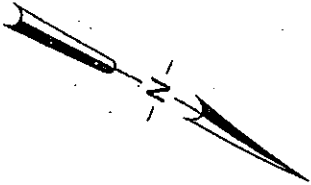


FLOATING DOCKS

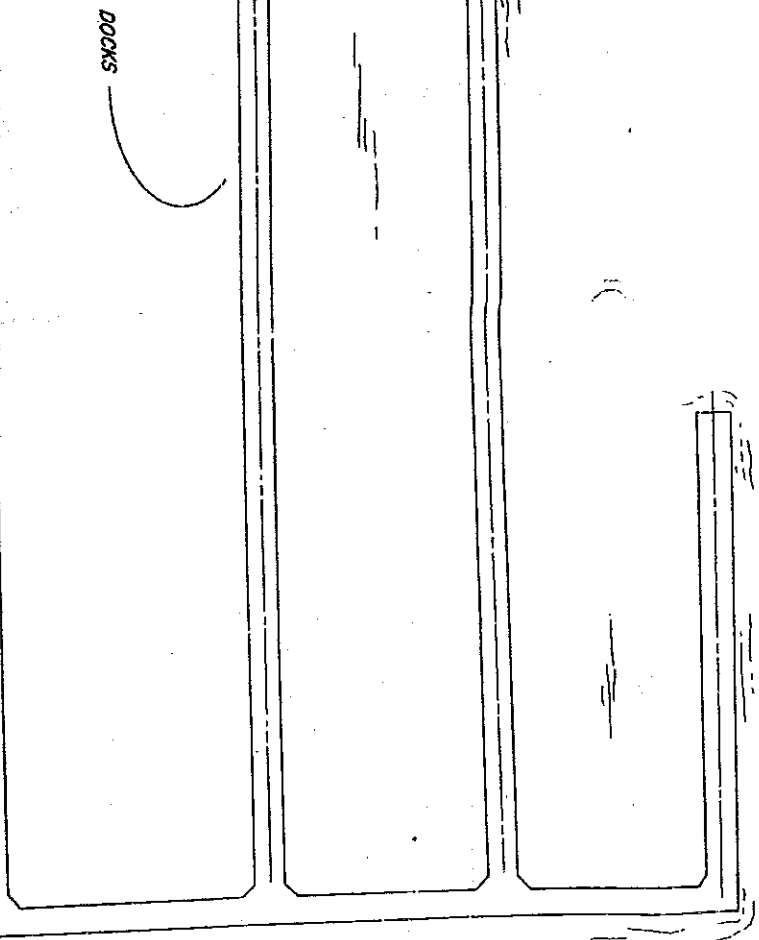
ENGINE ROOM

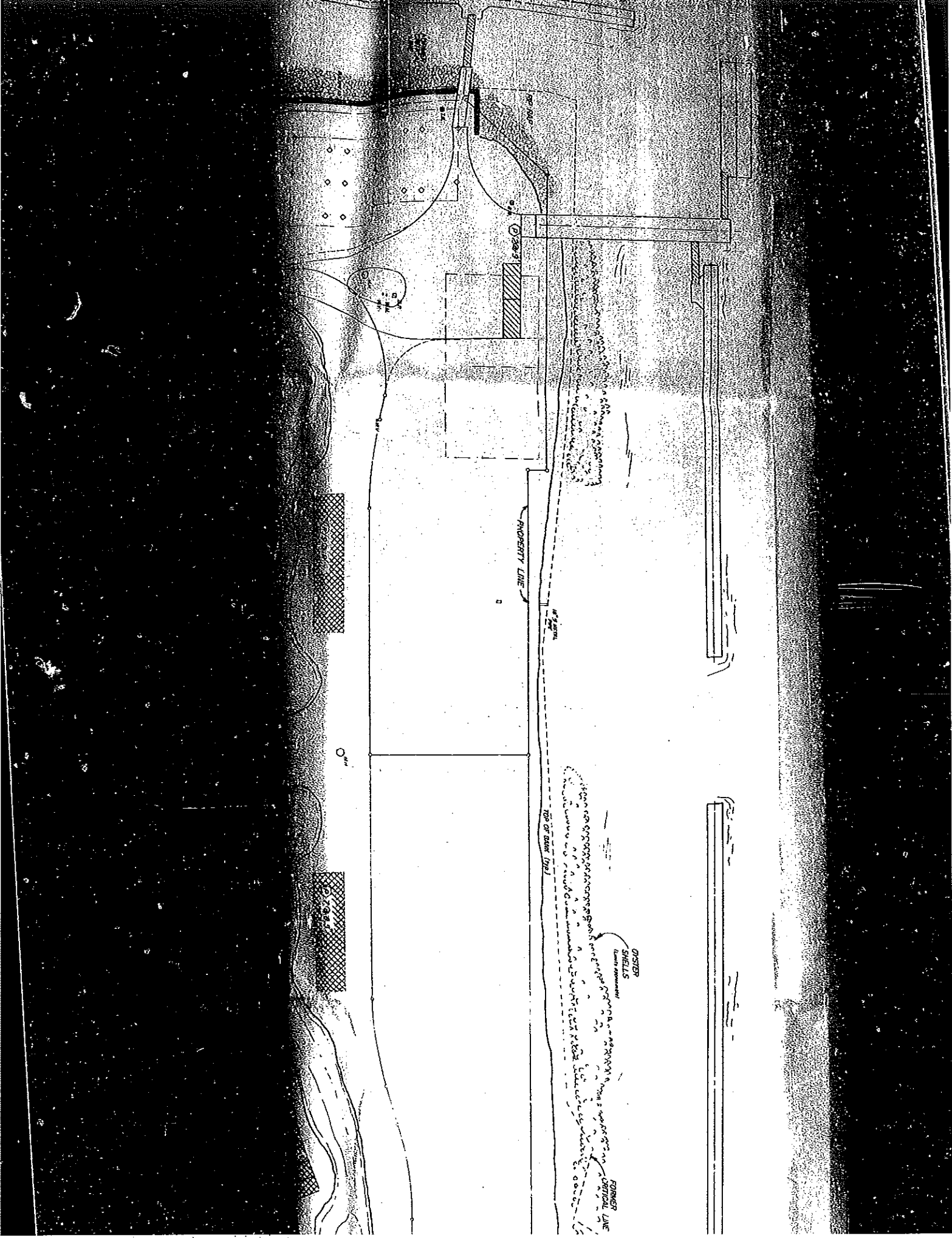
Z 170 Pg. 897

NOTE:
ALL BUILDING FINISHED FLOOR ELEVATIONS - FFE -
SHOWN ARE FIRST FLOOR ELEVATIONS - DATUM
IS MEAN SEA LEVEL.



DOCKS



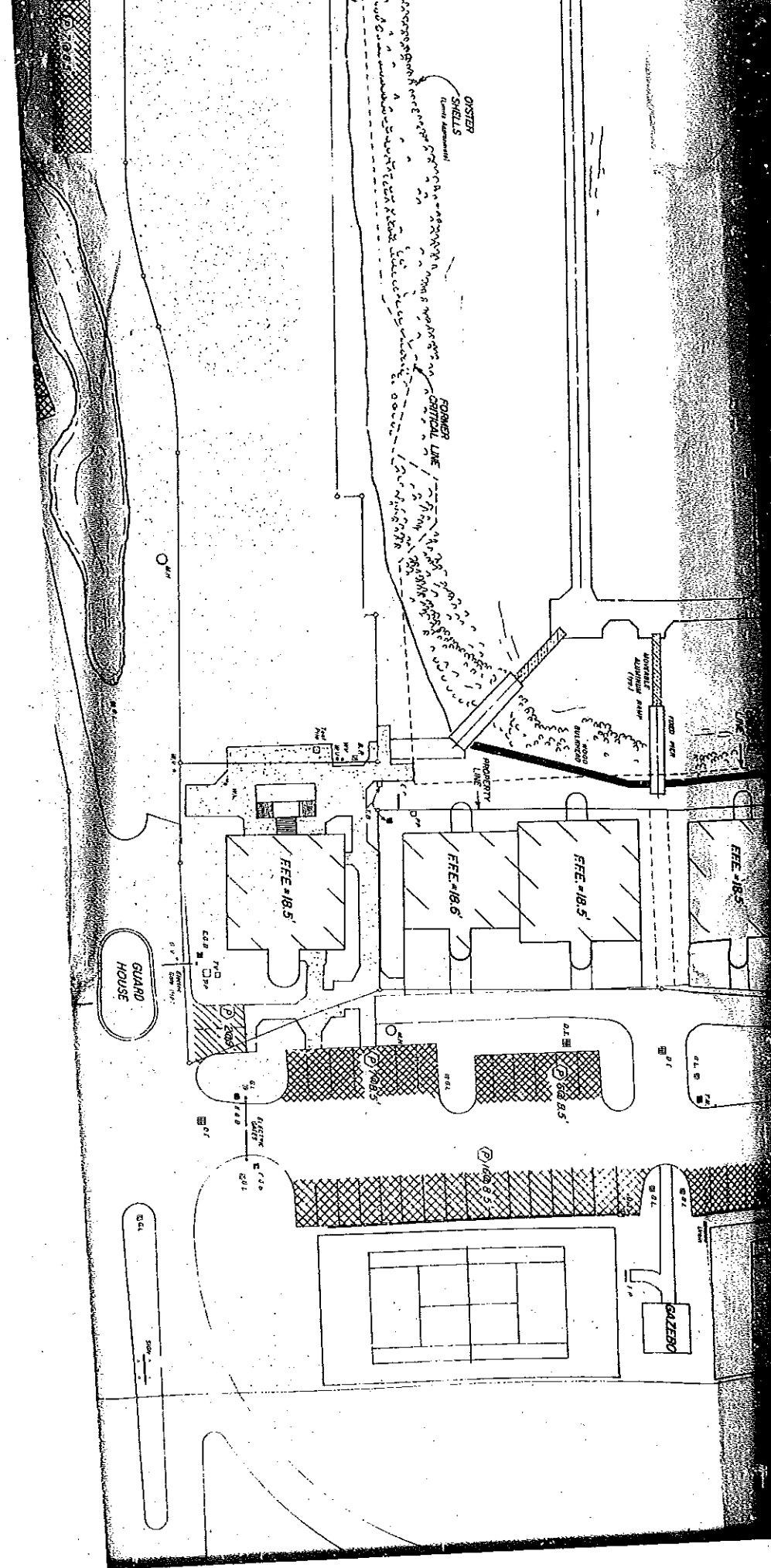


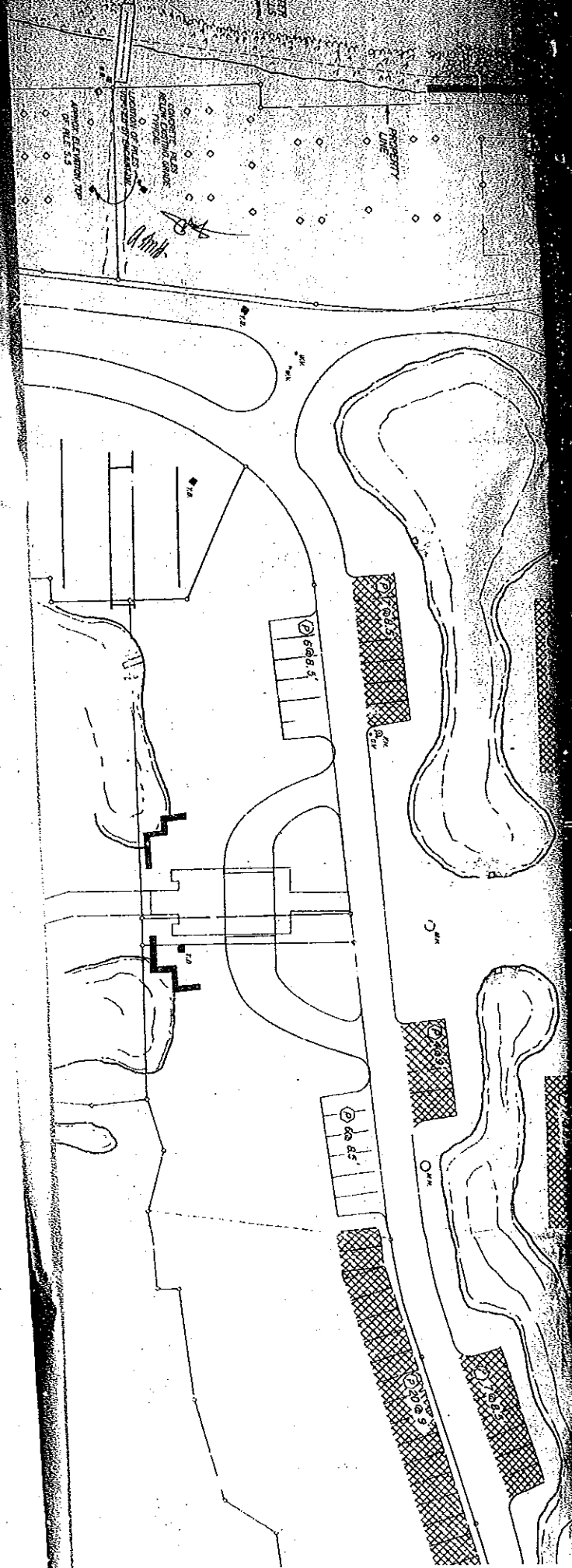
PROPERTY LINE

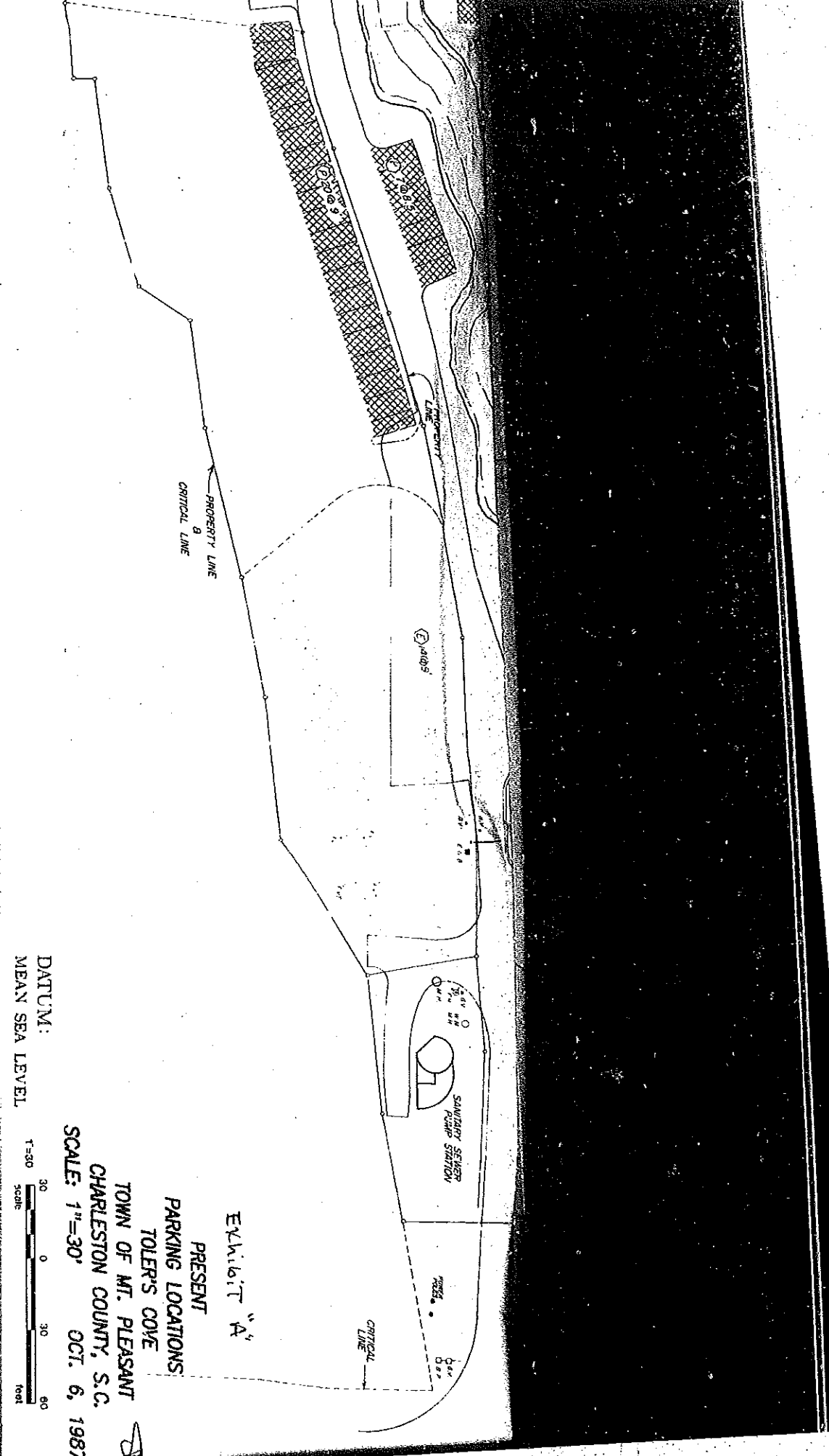
TOP OF BANK (1981)

OYSTER SHELLS
LARGE QUANTITY

FORMER CRITICAL LINE







DATUM:
MEAN SEA LEVEL



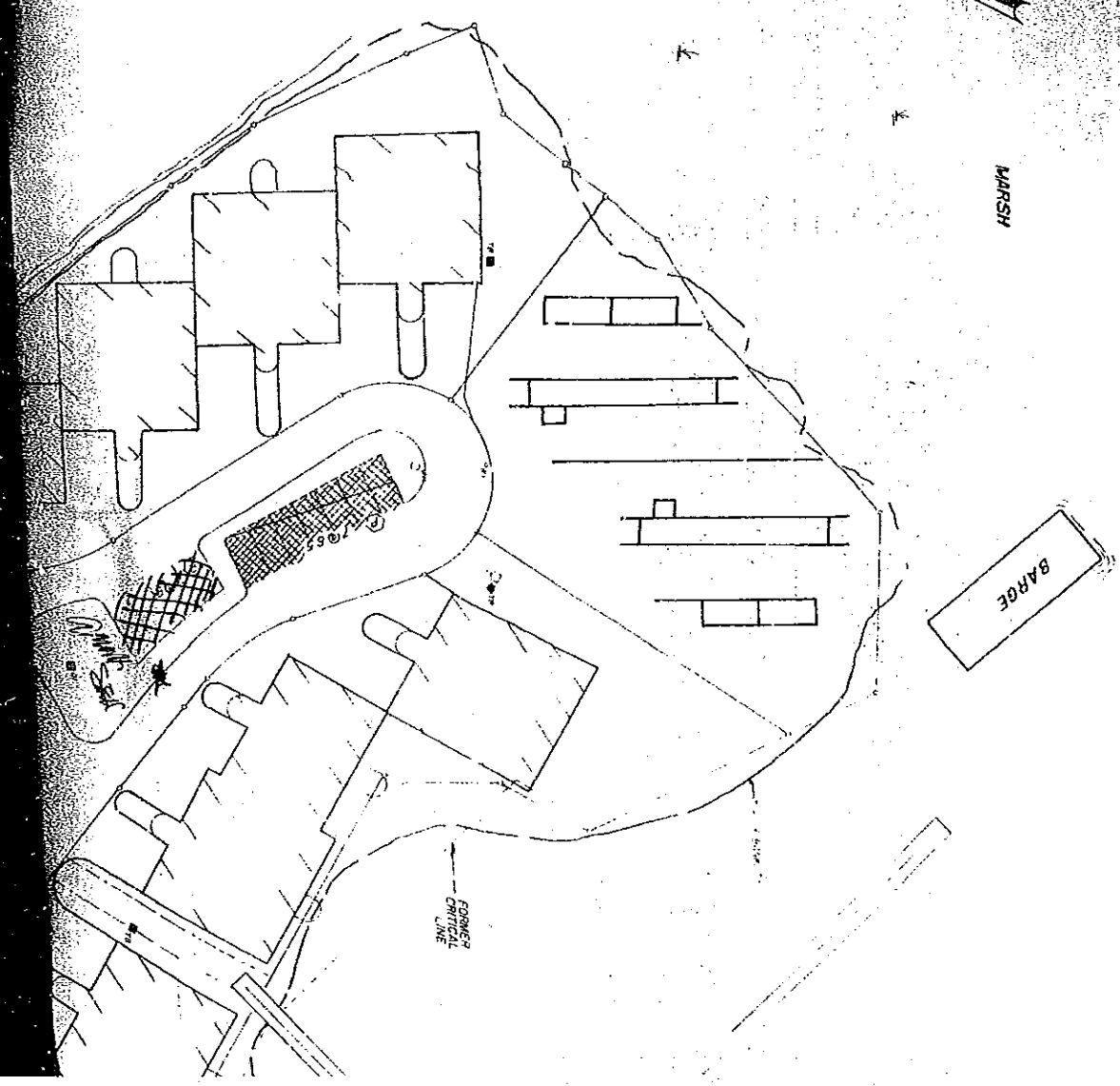
Exhibit "A"
PRESENT
PARKING LOCATIONS
TOLER'S COVE
TOWN OF MT. PLEASANT
CHARLESTON COUNTY, S.C.
OCT. 6, 1987

- ▲ AIR/COOL CONDENSER
- ▲ BRACKET/BOX
- CABLE TV/BOX
- DROP INLET
- ELECTRIC GATE BOX
- ELECTRIC PANEL
- FINE HOBBANT
- FUEL VALVE
- FUEL TANK VENT
- GATE VALVE
- GARAGE LIGHT
- MAIN HOLE
- PROPERTY LINE
- TRANSFORMER BR*
- TELEPHONE pedestal
- WATER METERS
- WATER VALVE

PRESENT PARKING
EXPANDED PARKING

LEGEND

PERMANENT MARSH SPACES

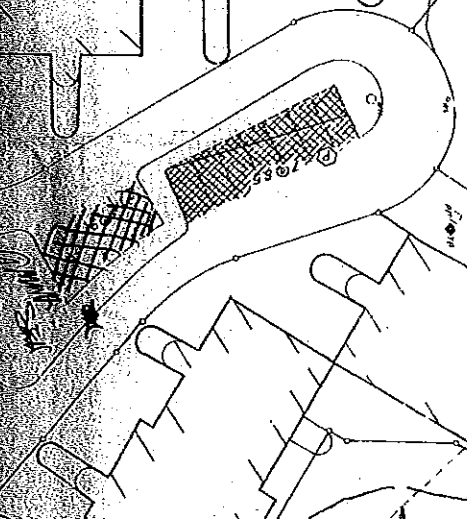
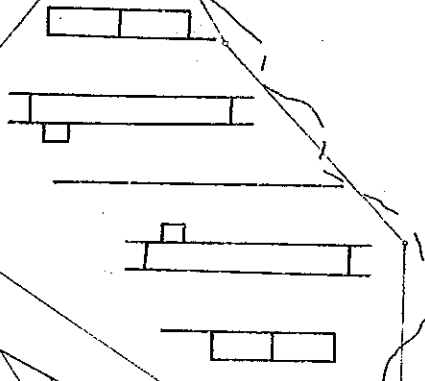
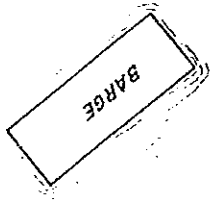


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RAIP

2170 Pg. 898

RIP
RIP

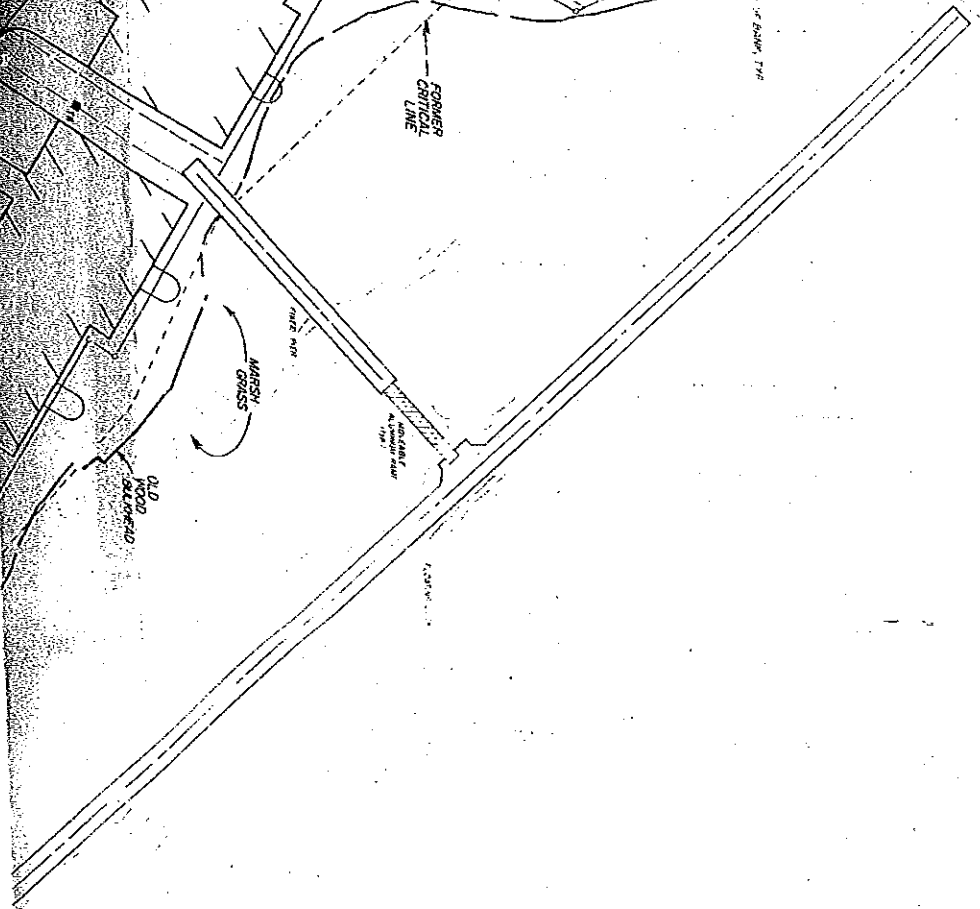
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COVERED
CRITICAL
LINE

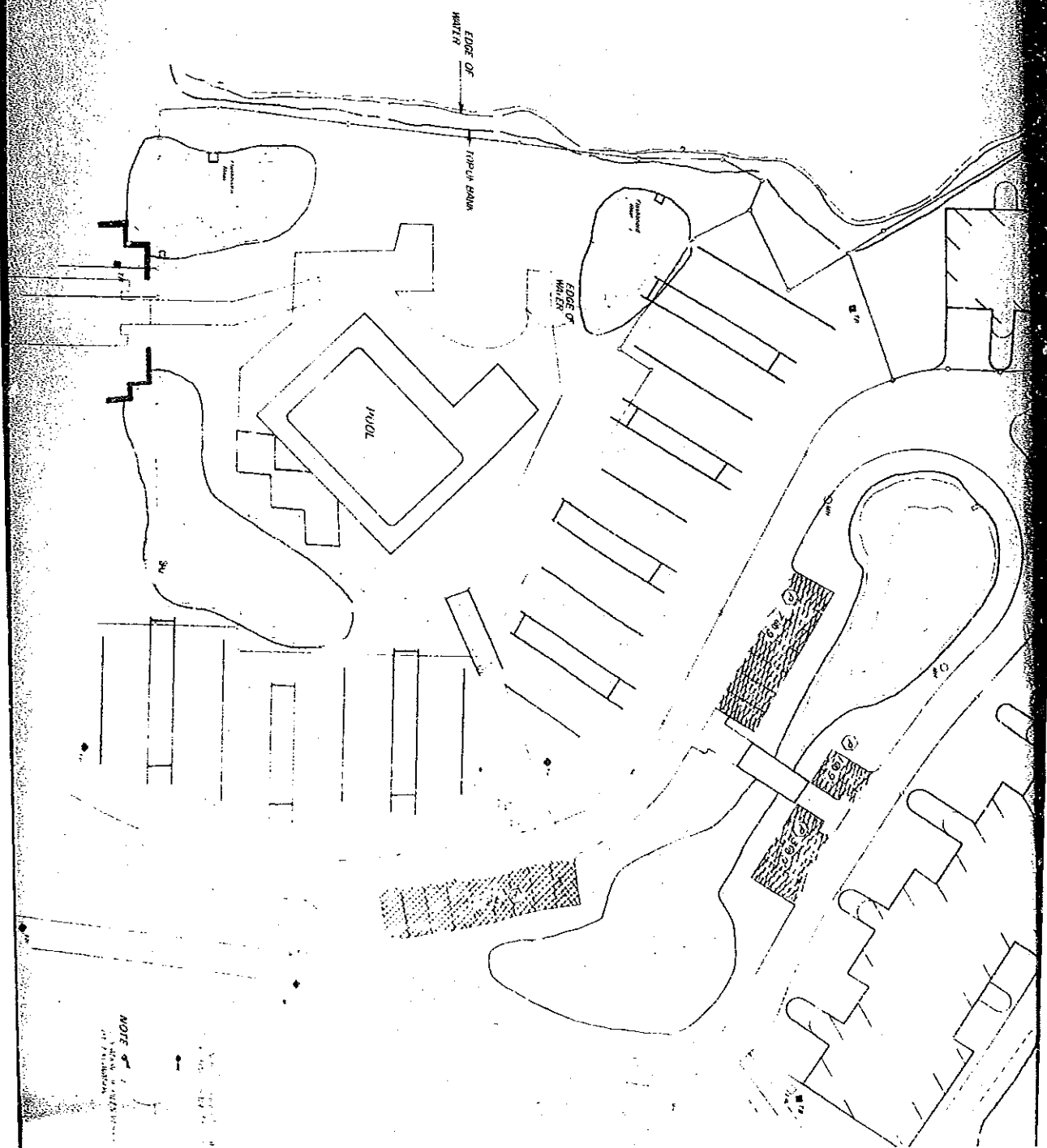
MANEUVR
CRISIS

OLD
WOOD
SALOON

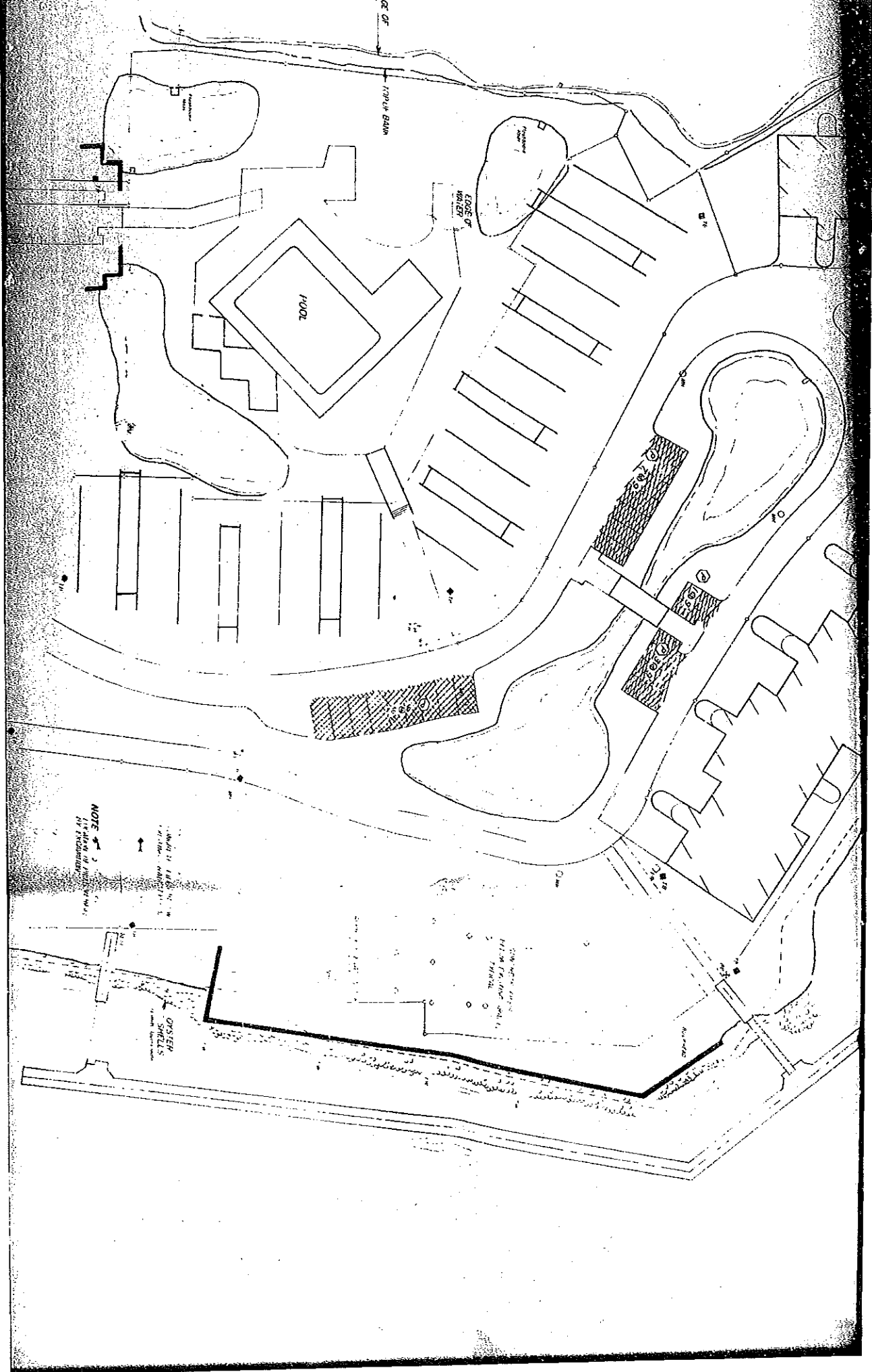


PRESENT
PARKING LOCATIONS
TOLER'S COVE
TOWN OF MT PLEASANT
CHARLESTON COUNTY, S.C.
OCT. 5, 1987
E 1"=30'

DATED
MEAN SEA LEVEL



NOTE



Hutcherson & Warren, Atty

BK Z170PG899

*not #
8/27*

FILED, INDEXED & RECORDED
Z170-881
1987 DEC -9 PM 3:54

Est 19.00

JA-1

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

THIS EASEMENT is executed and recorded as a corrective easement to replace the one dated June 27, 1986 and recorded in the offices of the Charleston County RMC on June 27, 1986 at Deed Book J155 at Page 552. The corrections are to the attached Exhibit A, which is a reduced copy of that certain plat on file in the offices of Forsberg Engineering and Surveying, Inc.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration from the Southern Bell Telephone and Telegraph Company (the "Grantee"), the adequacy and receipt of which is hereby acknowledged, the undersigned owners of the premises described below have granted and by these presents do hereby grant to the Grantee, its licensees, agents, successors, assigns, and allied and associated companies, an easement in, under and across the real estate of the undersigned owners (the "Premises") to construct, operate, maintain, add or remove such lines or systems of communications or related services as the Grantee may require, consisting of:

- (1) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (2) conduits, manholes, markers, underground cables and wires;
- (3) and other amplifiers, boxes, appurtenances or devices (provided, however, that the undersigned reserve the right to reasonably and in good faith approve or disapprove any of the above items which are located above ground and in plain view so long as it is technically possible to modify said items to approval of the undersigned);

upon, over and under those lands generally described as follows:

All those certain pieces, parcels and lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as the Private Road System and Recreational Areas on a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat Showing Southern Bell Easements Within Tract "B", 11.903 Acres, Toler's Cove Horizontal Property Regime" dated April 25, 1986, recorded in Plat Book BC at Page 80 in the Office of the Register of Mesne Conveyances for Charleston County, and attached Exhibit A.

ALSO

All those certain pieces, parcels or lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as New 4' Southern Bell Easement on both the above referenced plat and a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat Showing Southern Bell Easements within Tract C and a Portion of Tract B," dated April 25, 1986, recorded in Plat Book AZ at Page 21 in the Office of the Register of Mesne Conveyances for Charleston County, and attached hereto as Exhibit B.

The undersigned owners also grant the right (i) to allow any other person or company to attach wires or lay cable or conduit within the easement area for communications or electric power transmission or distribution, and (ii) of ingress and egress to the Premises at all times to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area.

This conveyance of the within described easement is made subject to all existing and/or recorded restrictions, easements and rights-of-way; provided, however, that the undersigned owners warrant and represent that the foregoing shall not unreasonably interfere with the use of the Premises for the purpose of providing communication and related services.

TO HAVE AND TO HOLD all and singular the above granted easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized agents on July 30, 1986.

GRANTORS:

TOLER'S COVE HOMEOWNERS
ASSOCIATION

By: Paul Carman (SEAL)
Its: President

WITNESSES:

Vern E. George
Chris R. Paul

JEANNETTE CREEK LIMITED PARTNERSHIP

By: Carolina Service Corporation
of Greenville, South
Carolina
Its: General Partner

Teri E. George
David M. Neal

By: David M. Neal
Its: President

YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP

Teri E. George
David M. Neal

By: David M. Neal (SEAL)
Its: General Partner
By: [Signature] (SEAL)
Its: General Partner

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

}
} PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Toler's Cove Homeowners Association, by Paul Carman, its President, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

SWORN TO before me this 30
day of July, 1986

Teri E. George

Carol Plecker (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Jeannette Creek Limited Partnership, by Carolina Service Corporation of Greenville, its General Partner, by A.M. Harp, its President, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

SWORN TO before me this 30
day of July, 1986

Teri E. George

Carol P. Leck (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Yacht Club at Toler's Cove Marina Limited Partnership, by A.M. Harp, and Stuart E. Huston, its General Partners, sign, seal and, as its act and deed, deliver the within written Easement for the uses

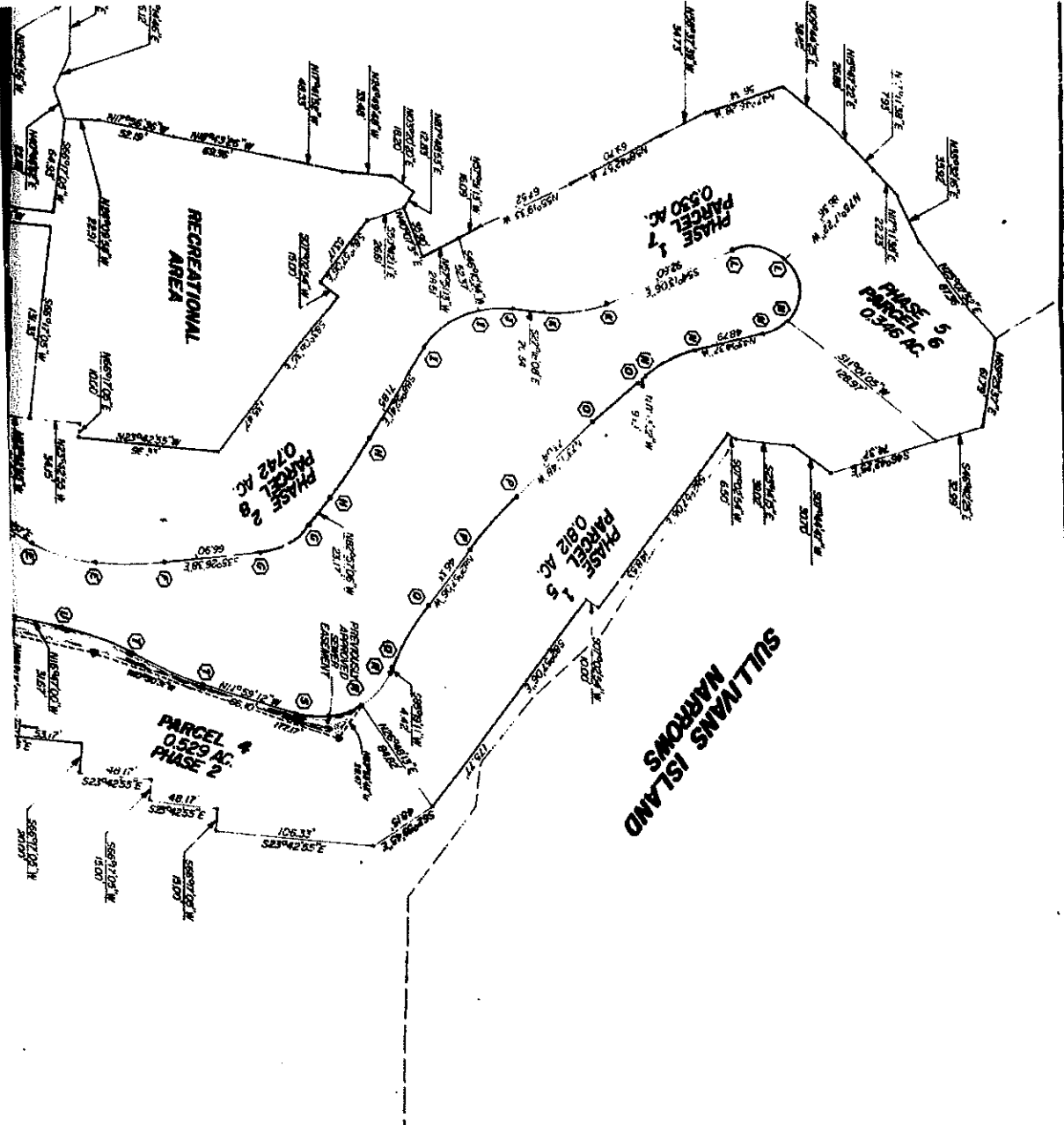
and purposes therein mentioned and that s/he
with David M. Neal witnessed the execution thereof.

SWORN TO before me this 30
day of July, 1986

Uri E. George

Carol Plecker (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

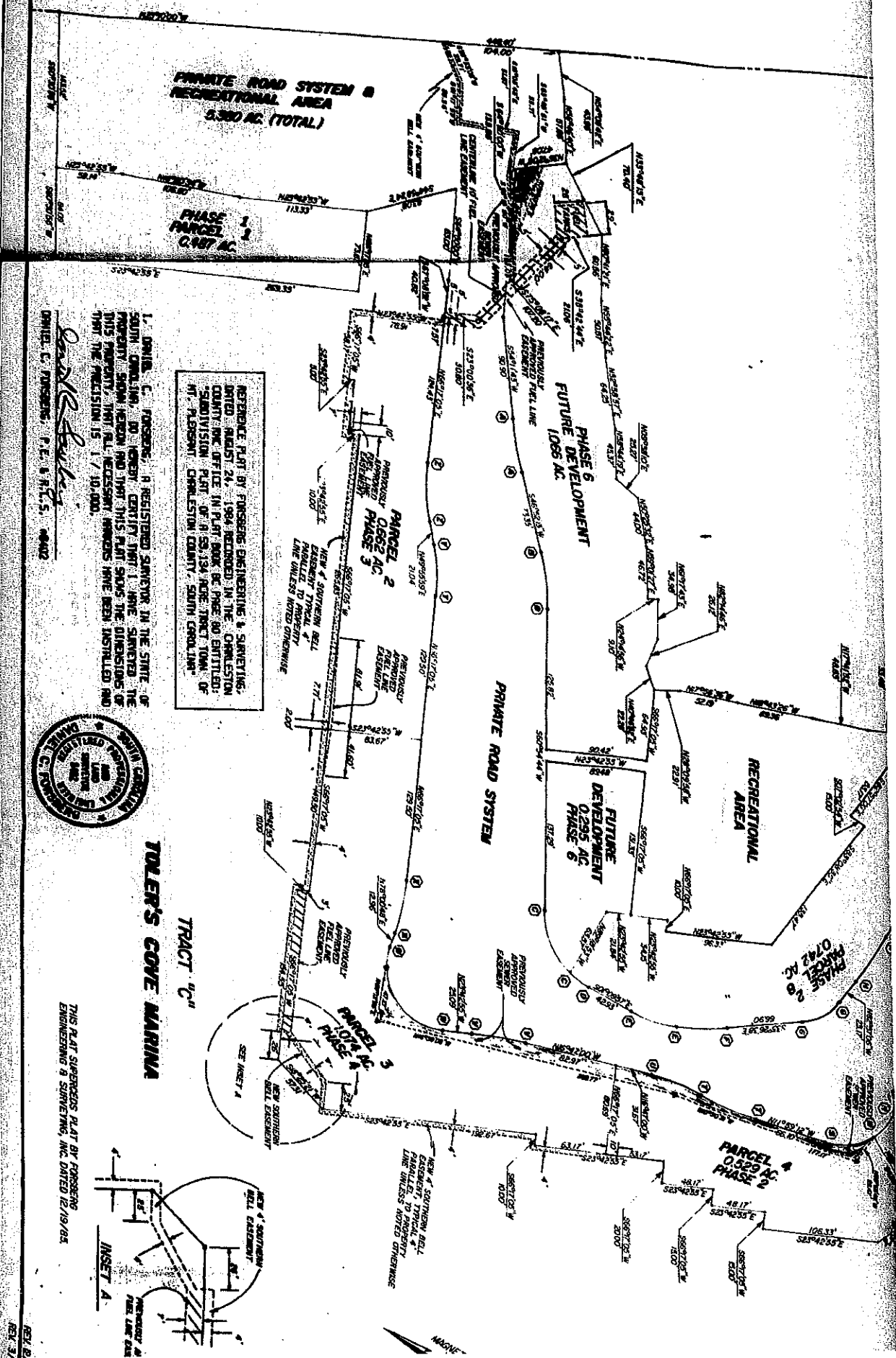
Exhibit D.



BKG 156P063

NOTES

1. REFERENCE PLAT BY FORSBERG ENGINEERING & SURVEYING, INC. DATED APRIL 25, 1988, SHOWN SOUTHERN BELL EASEMENTS WITHIN TRACT C AND A PORTION OF TRACT B.
2. SOUTHERN BELL MAY UTILIZE FUEL LINE EASEMENT DEPICTED IN PARCEL 2 PHASE 1 AND PARCEL 3 PHASE 4 OTHER THAN THAT AREA WITH AERIAL FUEL LINES IN PLACE.



REFERENCE PLAT BY FORSEBERG ENGINEERING & SURVEYING, DATED AUGUST 24, 1984, RECORDED IN THE CHRISTIAN COUNTY REC. OFFICE IN PLAT BOOK BC PAGE 80 ENTITLED "SUBDIVISION PLAT OF 81.59, 134.90 AC. TRACT 100A OF MT. PLEASANT, CHRISTIAN COUNTY, SOUTH CAROLINA."

1. DANIEL, C. FORSEBERG, A REGISTERED SURVEYOR IN THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE DIMENSIONS OF THIS PROPERTY, THAT ALL NECESSARY MEASUREMENTS HAVE BEEN INSTALLED AND THAT THE PRECISION IS 1/100,000.

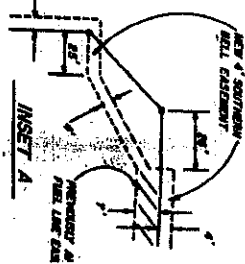
DANIEL, C. FORSEBERG, P.E. & R.L.S. 04402



TOLER'S COVE MARINA

TRACT "C"

THIS PLAT SUPERSEDES PLAT BY FORSEBERG ENGINEERING & SURVEYING, INC. DATED 12/19/85.



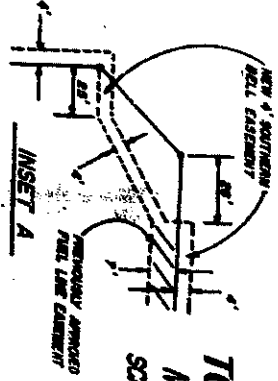


THE STATE OF
SOUTH CAROLINA
LICENSED PROFESSIONAL
ENGINEER
DANIEL C. FORSBERG
10000

TOLER'S COVE MARINA

TRACT "C"

THIS PLAN SUPERSEDES PLAT BY FORSBERG
ENGINEERING & SURVEYING, INC. DATED 12/19/84.



INSET A



1" = 60'

Scale

TOLER'S COVE MARINA
11,903 ACRES
MT. PLEASANT, CHARLESTON COUNTY, SC

FORSBERG ENGINEERING & SURVEYING, INC.

DATE: APRIL 25, 1986

TRACT "B"

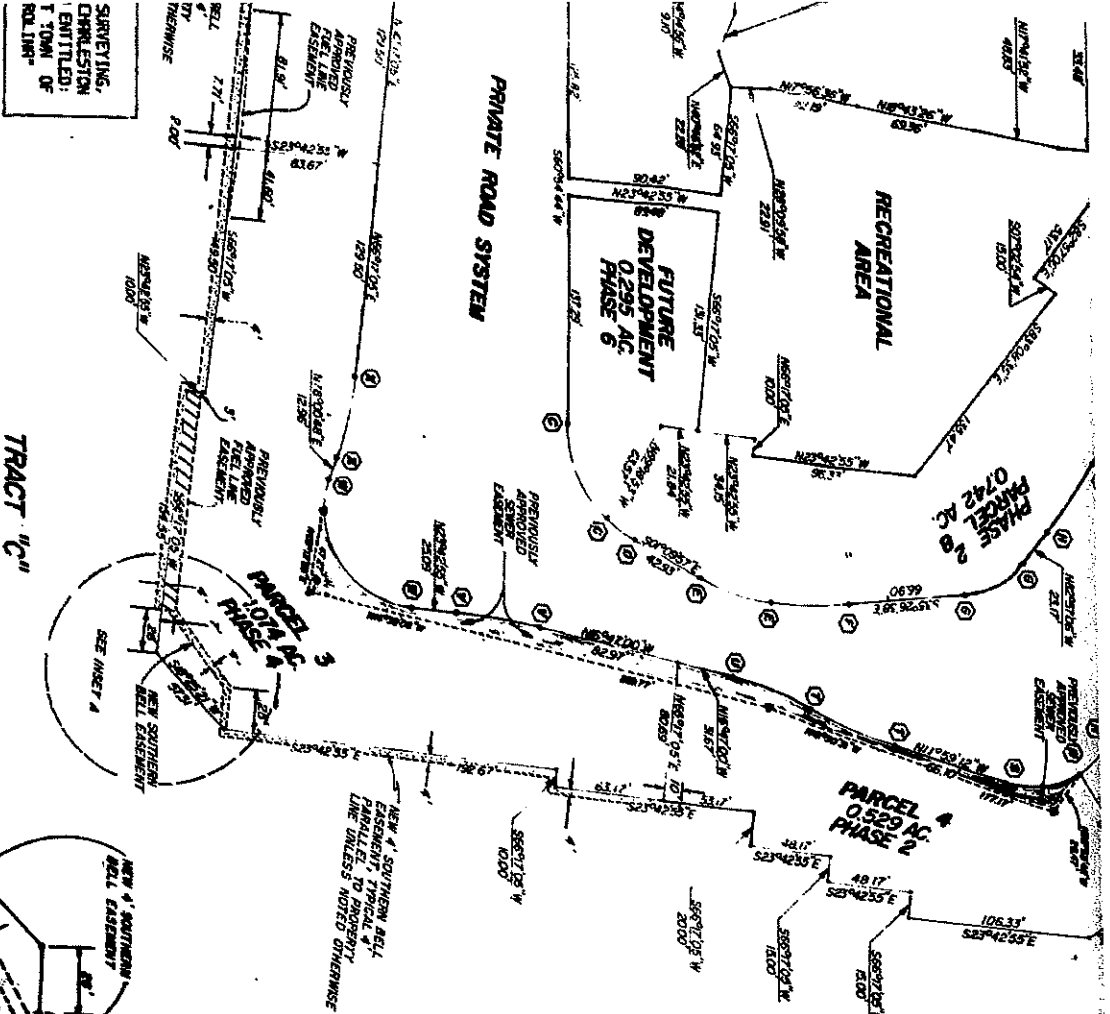
SOUTHERN BELL EASEMENTS WITHIN

PLAT SHOWING



- LEGEND**
- EXISTING SANITARY SEWER EASEMENT
 - EXISTING FUEL LINE EASEMENT
 - NEW 4" SOUTHERN BELL EASEMENT

- NOTES**
1. REFERENCE PLAT BY FORSBERG ENGINEERING & SURVEYING, INC. DATED APRIL 25, 1986 SCUTTLED PLAT SHOWING SOUTHERN BELL EASEMENTS WITHIN TRACT C AND A PORTION OF TRACT B.
 2. SOUTHERN BELL MAY UTILIZE FUEL LINE EASEMENT DERIVED IN PARCEL 2 PHASE 3 AND PARCEL 3 PHASE 4 OTHER THAN THAT AREA WITH ACTUAL FUEL LINES IN PLACE.



REV. 8/19/86 TO LOCATE NEW FUEL LINE EASEMENTS
REV. 3/25/86 TO INDICATE NEW SOUTHERN BELL EASEMENTS

BKG

156 PG 064

FILED, INDEXED & RECORDED

G156-58
1986 JUL 31 PM 2:30

ROBERT N. KING
REGISTER & CLERK
CHARLESTON COUNTY, S.C.

Esmt. 7.00
Post .30

7.30

*EBI
mae*

*Rubie Sharpton
Jalen's Cone
1600 Hwy 703
Mt. Pleasant, S.C.
29464*

EE 9173

THIS EASEMENT is executed and recorded as a corrective easement to replace the one dated June 27, 1986 and recorded in the offices of the Charleston County RMC on June 27, 1986 at Deed Book J155 at Page 552. The corrections are to the attached Exhibit A, which is a reduced copy of that certain plat on file in the offices of Forsberg Engineering and Surveying, Inc.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
)
)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration from the Southern Bell Telephone and Telegraph Company (the "Grantee"), the adequacy and receipt of which is hereby acknowledged, the undersigned owners of the premises described below have granted and by these presents do hereby grant to the Grantee, its licensees, agents, successors, assigns, and allied and associated companies, an easement in, under and across the real estate of the undersigned owners (the "Premises") to construct, operate, maintain, add or remove such lines or systems of communications or related services as the Grantee may require, consisting of:

- (1) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (2) conduits, manholes, markers, underground cables and wires;
- (3) and other amplifiers, boxes, appurtenances or devices (provided, however, that the undersigned reserve the right to reasonably and in good faith approve or disapprove any of the above items which are located above ground and in plain view so long as it is technically possible to modify said items to approval of the undersigned);

upon, over and under those lands generally described as follows:

All those certain pieces, parcels and lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as the Private Road System and Recreational Areas on a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat Showing Southern Bell Easements Within Tract "B", 11.903 Acres, Toler's Cove Horizontal Property Regime" dated April 25, 1986, recorded in Plat Book BC at Page 80 in the Office of the Register of Mesne Conveyances for Charleston County, and attached Exhibit A.

ALSO

All those certain pieces, parcels or lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as New 4' Southern Bell Easement on both the above referenced plat and a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat Showing Southern Bell Easements within Tract C and a Portion of Tract B," dated April 25, 1986, recorded in Plat Book AZ at Page 21 in the Office of the Register of Mesne Conveyances for Charleston County, and attached hereto as Exhibit B.

The undersigned owners also grant the right (i) to allow any other person or company to attach wires or lay cable or conduit within the easement area for communications or electric power transmission or distribution, and (ii) of ingress and egress to the Premises at all times to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area.

This conveyance of the within described easement is made subject to all existing and/or recorded restrictions, easements and rights-of-way; provided, however, that the undersigned owners warrant and represent that the foregoing shall not unreasonably interfere with the use of the Premises for the purpose of providing communication and related services.

TO HAVE AND TO HOLD all and singular the above granted easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized agents on July 30, 1986.

GRANTORS:

TOLER'S COVE HOMEOWNERS ASSOCIATION

By: Paul Coeman (SEAL)
Its: President

WITNESSES:

Virgil E. George
Clifford B. [Signature]

JEANNETTE CREEK LIMITED PARTNERSHIP

By: **Carolina Service Corporation of Greenville, South Carolina**
Its: **General Partner**

Teri E. George
Chas R. Neal

By: A. M. Hay
Its: **President**

YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP

Teri E. George
Chas R. Neal

By: A. M. Hay (SEAL)
Its: **General Partner**
By: [Signature] (SEAL)
Its: **General Partner**

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Toler's Cove Homeowners Association, by Paul Carman, its President, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

Teri E. George

SWORN TO before me this 30 day of July, 1986

Carol Plester (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Jeannette Creek Limited Partnership, by Carolina Service Corporation of Greenville, its General Partner, by A.M. Harp, its President, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

SWORN TO before me this 30
day of July, 1986

Teri E. George

Carol P. [Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me Teri E. George who, after first being duly sworn, deposes and says that s/he saw the within named Yacht Club at Toler's Cove Marina Limited Partnership, by A.M. Harp, and Stuart E. Huston, its General Partners, sign, seal and, as its act and deed, deliver the within written Easement for the uses

and purposes therein mentioned and that s/he
with David M. Neal witnessed the execution thereof.

Cheri E. George

SWORN TO before me this 30
day of July, 1986

Carol R. Becker (L.S.)
Notary Public for South Carolina
My Commission Expires: 12.9.95

EXHIBIT A

3KH 158 PG879

S.C. HIGHWAY 723

GEN SAWYER BRIDGE
TO SALINAS RIVER

TRACT 1 AND TRACT 2
RESIDENTIAL AREA
(AS SHOWN)

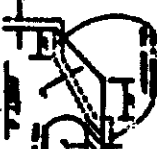
TO BE BOUND BY THE
SOUTHERN BELL COMPANY
AND THE STATE OF SOUTH
CAROLINA. THE STATE OF
SOUTH CAROLINA SHALL
BE RESPONSIBLE FOR THE
CONSTRUCTION AND
MAINTENANCE OF THE
BRIDGE AND THE
ROADWAY THEREON.

TRACT 1
TRACT 2



TRACT 1
TRACT 2

TRACT 1
TRACT 2



FLAT SHOWING
SOUTHERN BELL CABLES WITHIN
TRACT 'B'
LINES ACROSS
TOLSON'S CODE RESIDENTIAL RESERVE
MT. PLEASANT, CHARLESTON COUNTY, S.C.
DATE: 1-1-68
PROJECT: TOLSON'S CODE
A. J. [unclear]

TRACT 1
TRACT 2



Saucerman Bell
P.O. Box 10500
Char SC 29411

MAR 1
881

BK H158₈₈ 881

8. 8

FILED, INDEXED & RECORDED

H158-874
1986 OCT -9 AM 10: 32

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

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration from the Southern Bell Telephone and Telegraph Company (the "Grantee"), the adequacy and receipt of which is hereby acknowledged, the undersigned owners of the premises described below have granted and by these presents do hereby grant to the Grantee, its licensees, agents, successors, assigns, and allied and associated companies, an easement in, under and across the real estate of the undersigned owners (the "Premises") to construct, operate, maintain, add or remove such lines or systems of communications or related services as the Grantee may require, consisting of:

- (1) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (2) conduits, manholes, markers, underground cables and wires;
- (3) and other amplifiers, boxes, appurtenances or devises (provided, however, that the undersigned reserve the right to reasonably and in good faith approve or disapprove any of the above items which are located above ground and in plain view so long as it is technically possible to modify said items to approval of the undersigned);

upon, over and under those lands generally described as follows:

All those certain pieces, parcels and lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as the Private Road System and Recreational Areas on a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat Showing Southern Bell Easements Within Tract "B", 11.903 Acres, Toler's Cove Horizontal Property Regime" dated April 25, 1986, recorded in Plat Book BC at Page 80 in the Office of the Register of Mesne Conveyances for Charleston County, and attached Exhibit A.

ALSO

All those certain pieces, parcels or lots of land located in Mount Pleasant, Charleston County, South Carolina, shown as New 4' Southern Bell Easement on both the above referenced plat and a plat prepared by Forsberg Engineering & Surveying, Inc., entitled "Plat

Showing Southern Bell Easements within Tract C and a Portion of Tract B," dated April 25, 1986, recorded in Plat Book AZ at Page 21 in the Office of the Register of Mesne Conveyances for Charleston County, and attached hereto as Exhibit B.

The undersigned owners also grant the right (i) to allow any other person or company to attach wires or lay cable or conduit within the easement area for communications or electric power transmission or distribution, and (ii) of ingress and egress to the Premises at all times to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area.

This conveyance of the within described easement is made subject to all existing and/or recorded restrictions, easements and rights-of-way; provided, however, that the undersigned owners warrant and represent that the foregoing shall not unreasonably interfere with the use of the Premises for the purpose of providing communication and related services.

TO HAVE AND TO HOLD all and singular the above granted easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized agents on June, 1986.

WITNESSES:

Virgil E. George
[Signature]

Virgil E. George
[Signature]

GRANTORS:

TOLER'S COVE HOMEOWNERS ASSOCIATION

By: Paul Casman (SEAL)
Its: President

JEANNETTE CREEK LIMITED PARTNERSHIP

By: Carolina Service Corporation of Greenville, South Carolina
Its: General Partner

By: [Signature]
Its: ~~President~~
Secretary

YACHT CLUB AT TOLER'S COVE
MARINA LIMITED PARTNERSHIP

Teri E. George
[Signature]

By: [Signature] (SEAL)
Its: General Partner

By: [Signature] (SEAL)
Its: General Partner

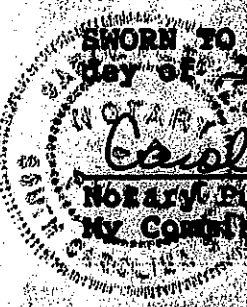
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me TERI E. GEORGE who,
after first being duly sworn, deposes and says that s/he saw the
within named Toler's Cove Homeowners Association, by _____
Paul Carman, its President, sign, seal and, as its
act and deed, deliver the within written Easement for the uses
and purposes therein mentioned and that s/he
with David M. Neal witnessed the execution thereof.

Teri E. George

SWORN TO before me this 27
day of June, 1986



Carol Plester (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-9-95

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me TERI E. GEORGE who,
after first being duly sworn, deposes and says that s/he saw the
within named Jeannette Creek Limited Partnership, by Carolina

Service Corporation of Greenville, its General Partner, by John E. Quales, its President, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

Jeri E. George

SWORN TO before me this 27 day of June, 1986

Raven P. Madu (L.S.)
Notary Public for South Carolina
My Commission Expires: 10/20/90

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE

PERSONALLY APPEARED before me JERI E. GEORGE who, after first being duly sworn, deposes and says that s/he saw the within named Yacht Club at Toler's Cove Marina Limited Partnership, by F. M. HARP, and Stuart E. Huston, its General Partners, sign, seal and, as its act and deed, deliver the within written Easement for the uses and purposes therein mentioned and that s/he with David M. Neal witnessed the execution thereof.

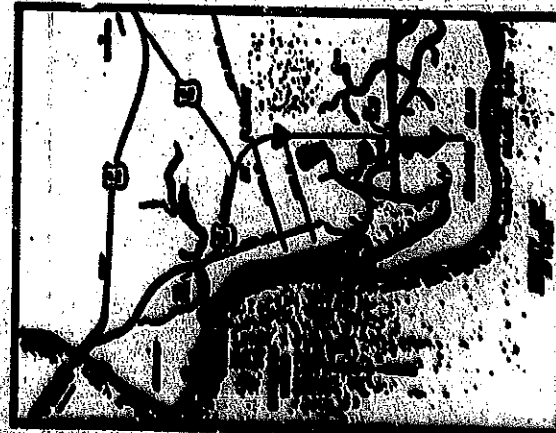
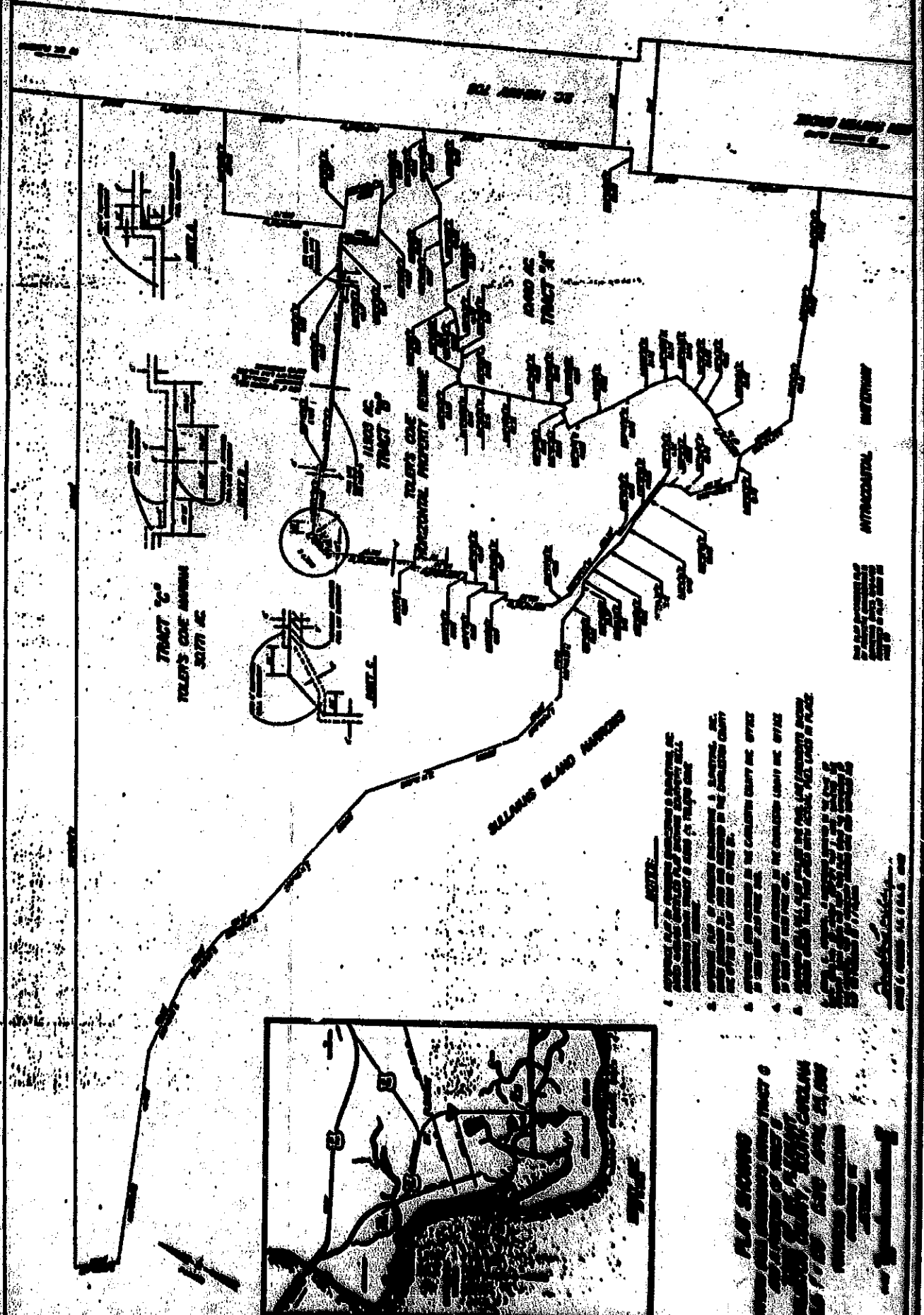
Jeri E. George

SWORN TO before me this 27 day of June, 1986

Raven P. Madu (L.S.)
Notary Public for South Carolina
My Commission Expires: 10/20/90

EXHIBIT B

*Recorded in
New York State
6-27-80*



- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 2. ALL PROPOSED UTILITIES ARE SHOWN IN RED. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 3. ALL PROPOSED BUILDINGS ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 4. ALL PROPOSED DRIVEWAYS ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 5. ALL PROPOSED PAVEMENT ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 6. ALL PROPOSED CURBS ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 7. ALL PROPOSED FENCES ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 8. ALL PROPOSED SIGNAGE ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 9. ALL PROPOSED LIGHTING ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
 10. ALL PROPOSED LANDSCAPING ARE SHOWN IN BLACK. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED.
- LEGEND:**
- EXISTING UTILITIES
 - PROPOSED UTILITIES
 - EXISTING BUILDINGS
 - PROPOSED BUILDINGS
 - EXISTING DRIVEWAYS
 - PROPOSED DRIVEWAYS
 - EXISTING PAVEMENT
 - PROPOSED PAVEMENT
 - EXISTING CURBS
 - PROPOSED CURBS
 - EXISTING FENCES
 - PROPOSED FENCES
 - EXISTING SIGNAGE
 - PROPOSED SIGNAGE
 - EXISTING LIGHTING
 - PROPOSED LIGHTING
 - EXISTING LANDSCAPING
 - PROPOSED LANDSCAPING
- SCALE:**
- 1" = 100'

K M 140PG303

INDENTURE, made this 28th day of August, 1984, by and between SECURITY DEVELOPMENT CORPORATION, INC. of the

of Charleston, County of Charleston and State of South Carolina (hereinafter called Grantors), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors, owning a tract or development known as Tolers Cove Condominiums situate in the County of Charleston, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the Clerk of said County and generally described as a tract of land known as Tolers Cove Condominiums. Said tract of land lying and being situated on the southwest side of S. C. Highway #703 on the northwest side of the Intracoastal Waterway at or near the intersection of S. C. Highway #703 and the Ben Sawyer Bridge.

This being the same property recorded in the RMC Office for Charleston County in Book G-134 at Page 579 (TMS-530-00-00-003 and 007).

The initial route of the overhead and underground electric lines upon which the right of way coverage is herein granted is as more fully shown on South Carolina Electric & Gas Company Drawing D-25,302 and by reference only is made a part hereof.

Grantor agrees to keep area immediately adjacent to transformer pads free of any encumbrances which might interfere with operation and maintenance of installations placed thereon with a 15-foot clearance in front of transformer doors.

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along, across, through and under any and all property lines as indicated on the plat referred to above, and development now existing or hereinafter laid out, various pole lines with such wires, cross arms, guy wires, push brace underground cables, conduits, transformer pads and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business or that of municipal, public, or private systems for communication of intelligence, together with the right of ingress, egress, and access to and from such right of ways across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install guy wires upon lots in said development near the lot lines, to overhang lots with conductors, crossarms and service wires with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending ten

(-10-) feet on either side of the center of wires, cables, or conduits; provided, however, any damage to the property of Grantors (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee, provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines, and in case such structure is built, then the Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein.

Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945 and supplements thereto, entered into between Grantee and Central Hanover Bank and Trust Company (now Manufacturers Hanover Trust Company) which mortgage indenture is recorded in the office of the R.M.C. or Clerk of Court in the County and State aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Gunneth M. Chandler
Julius W. Walter

SECURITY DEVELOPMENT CORPORATION, INC.
By: Mickey Parker (SEAL)
Const. Supva. (SEAL)
(SEAL)
(SEAL)

RW-5-E-SC-7-66

27274

South Carolina Elec. & Gas

State of South Carolina,
County of _____

Personally appeared before me
and made oath that he saw the within named

as his act and deed deliver the within

Sworn to before me this
day of _____

A. D. 19____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County of _____

Personally appeared before me
and made oath that he
by the hand of Mickey Parker, Construction Superintendent

corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein
mentioned, and that he with Julius W. Watson
subscribed names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of August, A. D. 1984

State of South Carolina,
County of _____
Notary Public for S. C.

My Commission expires May 7, 1990

JK M 140PG304
FILED, INDEXED & RECORDED
M140-303
OCT -3 PM 1:39

ROBERT N. KING
REGISTER-MEANS CONVEYANCE
CHARLESTON COUNTY, S.C.

sign, seal and
in the presence of each other, witnessed the due execution thereof.

Kenneth M. Chandler
Security Development Corporation, Inc.

Harold M. Chandler

do hereby certify
the wife of the within named
did this day appear before me, and, upon being privately and
voluntarily and without any compulsion, dread or fear of any person or
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
her heirs and assigns, all her interests 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 _____
A. D. 19____

Notary Public for S. C.

27274

Line: MT. PLEASANT DISTRIBUTION 23, KV
County: Charleston

RIGHT OF WAY GRANT
R/W File No: 4138

SECURITY DEVELOPMENT CORPORATION, INC.

TO
South Carolina Electric & Gas
Company

Dated: August 28, 1984

Received in the Clerk's Office of the County
of _____

South Carolina, on the _____
day of _____

A. D. 19____

at _____ o'clock in the _____
and recorded in Book _____

for said County on Page _____
of Deeds

Recorded this 3rd day of Oct 1984
ON RECORD BOARD ONE

Pauline J. Hoyer
Auditor Charleston County

Mailing Address of Grantee:

1233 Washington Street
Columbia, South Carolina 29211

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOLER'S COVER HORIZONTAL PROPERTY REGIME ("Grantor") does hereby grant unto THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, a South Carolina limited partnership ("Grantee"), a perpetual commercial easement, for the purpose and uses hereinafter set forth, over, through, and across the following pieces, parcels or tracts of land (hereinafter, collectively, the "Burdened Parcel"):

All those certain pieces, parcels or tracts of land, situate, lying and being in the town of Mount Pleasant, County of Charleston, State of South Carolina, and being respectively designated as "PARCEL 1," "PARCEL 5," "PARCEL 7," "PRIVATE ROAD SYSTEM," "PRIVATE ROAD SYSTEM & RECREATIONAL AREA," and "RECREATIONAL AREA" on a plat of survey entitled, "A SUBDIVISION PLAT OF TRACT 'B', 11.903 ACRES TOLER'S COVE HORIZONTAL REGIME, MOUNT PLEASANT, CHARLESTON COUNTY, S.C.," dated August 29, 1984, prepared by Forsberg

12-31-85

Burke H, etc

Engineering & Surveying, Inc., said plat being duly recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BC at page 99; less and except that portion of the above-described properties defined as the "Limited Common Elements" at Article I, Section 1, paragraph (n), of the Master Deed for Toler's Cove Horizontal Property Regime dated January 31, 1985, and recorded in Book H143, page 536, records R.M.C. Office, Charleston County, South Carolina, and less and except that portion of the above-described properties defined as "Apartment" at Article I, Section 1, paragraph (b) of said Master Deed for Toler's Cove Horizontal Property Regime;

to have and to hold all and singular the easements before mentioned unto the said Grantee, its successors and assigns, forever.

Said Burdened Parcel is partially adjacent to certain property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Dominant Parcel"), and this commercial easement is granted as appurtenant to such Dominant Parcel for the following purposes and uses, to wit: (1) for pedestrian and vehicular ingress to and egress from the Dominant Parcel; (2) for the construction, installation, support, and maintenance of improvements to the Dominant Parcel as the same are shown on Exhibit "B" attached hereto and incorporated herein by this reference; (3) for the

construction, installation, support and maintenance of all utilities serving the Dominant Parcel; (4) for vehicle parking by the owner of the Dominant Parcel, and the employees, agents, lessees, invitees, guests and licensees of such owner; (5) for the construction, support, and maintenance of any petroleum storage and transfer systems serving the Dominant Parcel as the same are shown (indicated as "FUEL TANKS", "CENTERLINE 10' FUEL LINE EASEMENT", and "FUEL LINE EASEMENT") on Exhibit "C" attached hereto and incorporated herein by this reference; (6) for the construction, attachment, affixation, support and maintenance of any docking structures as the same are shown on Exhibit B attached hereto, and (7) for the maintenance, repair and replacement of any existing improvements on the Dominant Parcel encroaching upon the Burdened Parcel.

Grantee, its successors and assigns shall pay to Grantor, its successors and assigns, an amount of money equal to the lesser of: (i) a pro rata share of the actual cost of maintenance of the parking areas subject to the easement hereinabove conveyed, based upon actual usage of such areas by Grantee and its employees, agents, lessees, invitees, guests and licensees, who do not occupy or own any of the improvements located on the Burdened Parcel; or (ii) 10% of such actual costs (written evidence of such costs shall be provided along with any request for payment); provided, however, that in the event that there are constructed upon the Dominant Parcel subsequent to the date hereof additional boat mooring facilities, then the 10% figure

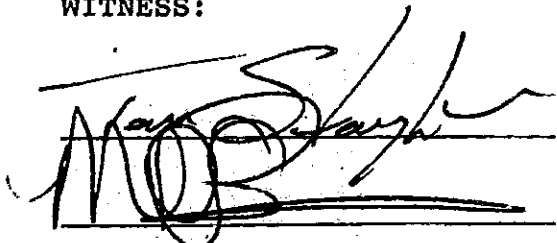


at (ii) immediately above shall be upwardly adjusted a pro rata amount equal to the pro rata amount by which the boat mooring capacity on the Dominent Parcel has been increased by the construction of such additional facilities. Notwithstanding anything now or hereafter contained in that certain Master Deed For Toler's Cove Horizontal Property Regime, dated January 31, 1985, and recorded in Book H143, page 536, records R.M.C. office, Charleston County, South Carolina, the herein described obligation to pay a pro rata portion of actual maintenance costs for parking areas is now and shall be Grantee's sole obligation to Grantor arising out of or relating to the rights and powers of Grantee under the easements conveyed to Grantee in this Deed.

The easements, rights and privileges herein granted shall be perpetual. Grantor hereby bonds itself, its successors and assigns, to warrant and forever defend the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has executed and sealed this Easement this 20 day of December, 1985.

WITNESS:

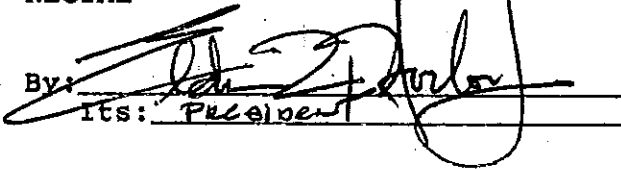


GRANTOR

TOLER'S COVE HORIZONTAL PROPERTY REGIME

By:

Its: President



STATE OF SOUTH CAROLINA
COUNTY OF Charleston

PERSONALLY APPEARED BEFORE ME Tom Stoughton

and made oath that (s)he saw the within-named Toler's Cove
Horizontal Property Regime, by EDWIN L. NORTON JR.,
its President, and by _____,

its _____, sign, seal and deliver the within-writ-
ten Easement and that (s)he with MICHAEL J. BUNKETT

_____ witnessed the execution thereof.

Tom Stoughton

SWORN TO before me this
20 day of December, 1985.

[Signature]
(L.S.)
Notary Public for South Carolina
My Commission Expires: 1/31/86

EXHIBIT A

All that certain piece, parcel or tract of land with the buildings and improvements thereon, situate, lying and being in the Town of Mt. Pleasant, County of Charleston, State of South Carolina, and being shown as 30.771 acres and designated at "TRACT 'C'" on plat of survey entitled "SUBDIVISION PLAT OF A 53.134 ACRE TRACT TOWN OF MT. PLEASANT CHARLESTON COUNTY SOUTH CAROLINA," dated August 24, 1984, prepared by Forsberg Engineering & Surveying, Inc., said plat being duly recorded in the R.M.C. Office for Charleston County, South Carolina, Plat Book BC at page 80.

DERIVATION: This is a portion of the property conveyed to the Grantor herein by Deed of Security Development Corporation, Inc., dated August 31, 1984 and recorded in Deed Book H-140, page 147.

TMS#: 530-00-00-007

Original recorded in Deed Book H-140, page 147



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of Five and No/100 (\$5.00) Dollars and the matters set forth in that certain Indenture dated November 14, 1991 by and between Jeannette Creek Limited Partnership, The Yacht Club at Toler's Cove Marina Limited Partnership (the "Grantor") and The Yacht Club at Toler's Cove Marina Horizontal Property Regime (the "Grantee"), Grantor hereby grants, bargains, sells, leases and conveys to Grantee the following:

Limited and non-exclusive easements and encroachment rights, as set forth herein, which Grantor obtained under that certain Warranty Deed dated December 20, 1985 and recorded in the RMC Office for Charleston County in Book R-150 at Page 642, as amended and modified from time to time and subject to the obligation on the part of the Council of Co-Owners of the Grantee to modify such easements and encroachments as required by Grantor, in Grantor's sole discretion, to limit the physical location of such rights so as not to adversely effect the developability or value of (i) Phase II, III, and IV as described in that certain Master Deed for The Yacht Club at Toler's Cove Horizontal Property Regime dated April 7, 1989 and recorded in the R.M.C. Office for Charleston County in Book L183 at Page 039, whether or not annexed to the Regime and of, (ii) adjacent undeveloped real property described on Exhibit I of the Master Deed (the "Adjacent Real Property") owned or to be purchased in the future by the Grantor, its successors and assigns. Such easement and encroachment rights shall be the full and unrestricted, but non-exclusive, easements described in the Warranty Deed but only as to those certain pieces, parcels, lots or tracts of land described on Exhibit A attached hereto and incorporated herein by reference.

Does not assign/grant easements granted by Toler's Cove HPR as limited by 2170-881 at 5150-837 ??

BK T 211PG764

IN WITNESS HEREOF, the Grantor has set its hand and seal
this 7th day of February, 1992.

WITNESSES:

THE YACHT CLUB AT TOLER'S COVE
MARINA LIMITED PARTNERSHIP

Eugene W. Smith

Elizabeth A. Smith

By: Stuart E. Huston

Stuart E. Huston

Its: General Partner

(2067)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, deposes and says that (s)he saw the within named THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, by Stuart E. Huston, its General Partner, sign, seal, and as its act and deed, deliver the within written Easement, and that (s)he with the other above-subscribed witnessed the execution thereof.

Stuart E. Huston

SWORN to before me this
7th day of February, 1992.

Elizabeth W. Suttle
Notary Public for South Carolina
My Commission Expires: Oct. 14, 1994

EXHIBIT A

All right, title, and interest of JEANNETTE CREEK to all those lands situate, lying and being in the State of South Carolina, County of Charleston, Town of Mt. Pleasant, west of South Carolina Highway 703 leading from Mt. Pleasant to Sullivan's Island, north of the Ben Sawyer Bridge over the Intracoastal Waterway, and lying generally to the northwest of the new adjusted northwest boundary lines of NEW PHASE 3 PARCEL 2 and PHASE 4 PARCEL 3A as shown and delineated as 'TRACT 'C' AREA 1 0.027 AC.'" upon a drawing by Forsberg Engineering & Surveying, Inc. dated April 16, 1991, revised June 24, 1991, entitled "Plat of the Subdivision of Parcel 3 Into Parcels 3A and 3B and the Subdivision of Future Development Parcel Into Tract "D" and Residual Future Development and the Adjustment of Property Lines Between Tract "C" and Parcels 2, 3A, 3B, 4, and 5, Toler's Cove Horizontal Regime, Mt. Pleasant, Charleston County, SC", recorded in Book CG at Page 81 in the RMC Office for Charleston County. The lands which are the subject of this grant and are to the northwest of and adjacent to the adjusted northwest boundaries of NEW PHASE 3, PARCEL 2 and PHASE 4, PARCEL 3A as shown upon the herein referenced drawings and border TRACT "C".

ALSO

All that certain piece, parcel, lot or tract of land, situate, lying and being in the State of South Carolina, County of Charleston, Town of Mt. Pleasant, west of South Carolina Highway 703 leading from Mt. Pleasant to Sullivan's Island, north of the Ben Sawyer Bridge over the Intracoastal Waterway, being shown and delineated as "TRACT 'D' 0.348 AC." upon a drawing by Forsberg Engineering and Surveying, Inc. dated April 16, 1991, revised June 24, 1991, entitled "Plat of the Subdivision of Parcel 3 Into Parcels 3A and 3B and the Subdivision of Future Development Parcel Into Tract "D" and Residual Future Development and the Adjustment of Property Lines Between Tract "C" and Parcels 2, 3A, 3B, 4, and 5, Toler's Cove Horizontal Regime, Mt. Pleasant, Charleston County, SC", to be recorded, which is incorporated herein by reference and made a part hereof.

ALSO

All that certain piece, parcel, lot or tract of land, situate, lying and being in the State of South Carolina, County of Charleston, Town of Mt. Pleasant, west of South Carolina Highway 703 leading from Mt. Pleasant to Sullivan's Island, north of Ben Sawyer Bridge over the Intracoastal Waterway, being shown and delineated as "TRACT 'C' AREA 2 0.091 AC." upon a drawing by Forsberg Engineering and Surveying, Inc. dated April 16, 1991, revised June 24, 1991, entitled "Plat of the Subdivision of Parcel 3 Into Parcels 3A and 3B and the Subdivision of Future Development Parcel Into Tract "D" and Residual Future Development and the Adjustment of Property Lines Between Tract "C" and Parcels 2, 3A, 3B, 4, and 5. Toler's Cove Horizontal Regime, Mt.

Pleasant, Charleston County, SC", to be recorded, which is incorporated herein by reference and made a part hereof.

ALSO

All that certain piece, parcel, lot or tract of land, situate, lying and being in the State of South Carolina, County of Charleston, Town of Mt. Pleasant, west of South Carolina Highway 703 leading from Mt. Pleasant to Sullivan's Island, north of Ben Sawyer Bridge over the Intracoastal Waterway, being shown and delineated as "TRACT 'C' AREA 3 0.283 AC." upon a drawing by Forsberg Engineering and Surveying, Inc. dated April 16, 1991, revised June 24, 1991, entitled "Plat of the Subdivision of Parcel 3 Into Parcels 3A and 3B and the Subdivision of Future Development Parcel Into Tract "D" and Residual Future Development and the Adjustment of Property Lines Between Tract "C" and Parcels 2, 3A, 3B, 4, and 5. Toler's Cove Horizontal Regime, Mt. Pleasant, Charleston County, SC", to be recorded, which is incorporated herein by reference and made a part hereof.

ALSO

All that certain piece, parcel, lot or tract of land, situate, lying and being in the State of South Carolina, County of Charleston, Town of Mt. Pleasant, west of South Carolina Highway 703 leading from Mt. Pleasant to Sullivan's Island, north of Ben Sawyer Bridge over the Intracoastal Waterway, being shown and delineated as "TRACT 'C' AREA 4 0.096 AC." upon a drawing by Forsberg Engineering and Surveying, Inc. dated April 16, 1991, revised June 24, 1991, entitled "Plat of the Subdivision of Parcel 3 Into Parcels 3A and 3B and the Subdivision of Future Development Parcel Into Tract "D" and Residual Future Development and the Adjustment of Property Lines Between Tract "C" and Parcels 2, 3A, 3B, 4, and 5. Toler's Cove Horizontal Regime, Mt. Pleasant, Charleston County, SC", to be recorded, which is incorporated herein by reference and made a part hereof.

BK T 211 PG 768

HUTCHESON & WARREN
P. O. BOX 1254
CHARLESTON, SC 29402

FILED

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ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC

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Rmw