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BEAUFORT COUNTY SC - ROD BK 02973 PGS 0054-0056 FILE NUM 2010036699 07/14/2010 11:27:25 AM REC'D BY B BING RCPT# 622244 RECORDING FEES 10.00

STATE OF SOUTH CAROLINA)	GRANT OF ACCESS EASEMENT
)	
COUNTY OF BEAUFORT)	

THIS GRANT OF ACCESS EASEMENT ("Access Easement") is made effective this 6 day of July, 2010 by Property Research Holdings, Inc. ("Grantor") in favor of Sea Cabin Club Horizontal Property Regime Council of Co-Owners, Inc. ("Grantee").

WHEREAS, Grantor is the owner of certain real property shown and depicted as Lot "L" on Hickory Lane on Hilton Head Island, in Beaufort County, South Carolina ("Burdened Property") on that certain survey entitled "Pedestrian Access Easement Plat Over: Lot "L" Palm Forest, South Forest Beach, Hilton Head Island, Beaufort County, South Carolina" prepared by Sea Island Land Survey, LLC dated June 17, 2010 and recorded in the Beaufort County Register of Deeds Office on June 28, 2010 in Plat Book 130 at Page 181 ("Easement Survey"); and

WHEREAS, Grantee is the owner of certain real property located adjacent to the Burdened Property generally known as Cordillo Cabanas and more particularly described the Sea Cabin Racquet Club Horizontal Property established by the Master Deed dated November 29, 1977 recorded in the Beaufort County Register of Deeds Office in Deed Book 257 at Page 1379, said property also depicted on the survey entitled "Plat of Sea Cabin Club Horizontal Property Regime" dated November 23, 1977 recorded in the Beaufort County Register of Deeds Office in Deed Book 257 at Page 1482 ("Benefited Property"); and

WHEREAS, to access the public right-of-way known as Hickory Lane, Grantor grants unto Grantee this Access Easement over, under, and through a portion of the Burdened Property as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of ELEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$11,250.00), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, the following Access Easement, for the purposes and upon the terms and conditions as hereinafter set forth:

- 1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee, its successor and assigns, a permanent, ten feet (10') wide non-exclusive easement for pedestrian and bicycle access, ingress and egress, over, through and across the Burdened Property as depicted on the Easement Survey, the location of said Access Easement depicted as "10' Access Easement" on the Easement Survey. Said Access Easement extends from the public right of way known as Hickory Lane along the westernmost boundary of the Burdened Property leading to the southeastern boundary of the Benefited Property and having the approximate dimensions of one hundred twenty eight feet (128') in length and ten feet (10') in width ("Access Easement"). Grantor reserves the right for itself or its successors or assigns to relocate the Access Easement to another area within the Burdened Property, so long as the Access Easement Property remains ten feet (10') wide and runs from the Benefitted Property through the Burdened Property to Hickory Lane. Any costs of such relocation is the sole responsibility of the Grantor, and shall be evidenced by an amendment to this Grant of Access Easement and a revised survey of record.
- 2. Access Essement Property Use. Grantce shall have the right of ingress and egress in, over and through the Access Essement for the purposes of accessing the Hickory Lane. Said right of ingress and egress shall include the right for Grantce, its owners, their guests and licensees to use the Access Essement for pedestrian and bicycle

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access, ingress and egress. Grantee shall not erect any improvements within the Access Easement Property without the prior, written consent of Grantor. No motorized vehicles shall be allowed within either easement, with the exception of motorized wheelchairs or other motorized devices designed to enable disabled persons ingress and egress.

- 3. <u>Indemnification</u>. The Grantee shall indemnify and hold the Grantor harmless from any and all causes of actions, claims, damages, injuries to persons or properties, and other liabilities whatsoever arising out or related to Grantee's use of the Access Easement.
- 4. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of South Carolina.
- 5. Attorneys Fees. In the event either party institutes legal action to enforce the terms of this Access Easement or a breach thereof, the prevailing party in such legal action shall be entitled to reimbursement of all reasonable attorney fees and court costs incurred in connection therein from the non-prevailing party in such legal action.
- 6. <u>Binding Effect</u>. The grant of this Access Easement shall run with the Benefited Property and shall be binding upon the Burdened Property and inure to the benefit of the parties hereto, their successors, heirs and assigns.

To have and to hold, all and singular, the rights, privileges, and the aforesaid easement unto the Grantee, its successors, heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Grant of Access Easement effective as of the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

PROPERTY RESEARCH HOLDINGS, INC.

By. Jill Singletary Guscid

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Jill Singletary Guscio, Secretary/Treasurer of Property Research Holdings, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: $\sqrt{-31-2}$

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SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	PURCHASER: SEA CABIN CLUB HORIZONTAL PROPERTY REGIME COUNCIL OF CO- OWNERS, INC.
anglo & Baumann	By: Debra Ouzts Its: President
STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)
I, the undersigned Notary Public, do hereby of Property Regime Council of Co-Owners, Inc., Inc. execution of the foregoing instrument. Witness my hand and official seal this the	personally appeared before me this day and acknowledged the due 2nd day of July 2010. (SEAL) RY PUBLIC FOR SOUTH CAROLINA
Му сог	nmission expires: Angela M. Baumann My Commission Expire June 27, 2016

PARTEDISE PLAT 1) A PLAT OF REMSED THACT O & PARCELS K, L U * K, PAUL POPEST 4. MINIST, SEATH PORCEST COURT, SOUTH CANDAN, COURT, SOUTH CANDAN, COURT, SOUTH CANDAN, COURT OF COURT, SOUTH CANDAN, COURT OF COURT, SOUTH CANDAN, COURT OF COURT, SOUTH CANDAN, COURT SCALLE & FLUEST ADDRESS: HICKORY LANE DISTRICT: 559, MAP: 18, PARCEL: 297 THIS PROPERTY LIES IN F.E.M.A. ZONE A7 - 14.0° COMMUNITY NO. 450250, PANEL: 0012D, DATED: 9/29/86	NOTES: 1) THE PART HAS BEEN PREPARED MINIOUT BEHEFIT OF A COMPLETE TITLE. 2) THE PARTY HAS BEEN PREPARED MINIOUT BEHEFIT OF A COMPLETE TITLE. 3) THE PARTY HAY BE ADELETT TO A CONTENT. 2) THE PARTY HAY BE ADELETT TO A CONTENT. 3) SUBJECT THE PARTY HAY BE AFFECTED BY THE BLACKFRONT SETSIACH. 4) HE OF THE SE, BEACH PRINCIPLE BY THE BLACKFRONT SETSIACH. 4) HE OF THE SE, BEACH PRINCIPLE BY THE BLACKFRONT SETSIACH. 4) HE OF THE SECONDARY BE AFFECTED BY THE THEMS.	Title: U.D.H. Date: (4/24/10) <u>Disclaimer.</u> The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of lind is entirely separate from any independent of private rest serious, into sprawd in no way implies that the proposed development is in comformance with any restrictions covernment, private endements or deed restrictions.	This plet does not constitute development pursuant to the Town of Hillon Head Island, SC Land Management Ordinance Section: [16-1-166]] [16-1-166]] [16-1-166]] Certified by: [1. d. NAARONOCA A	LINE TABLE LINE LENGTH BEARING L1 50.00 S 62'05'00" W L2 128.25 N 27'55'00" W L3 51.40 N 48'39'00" E L4 140.70 S 27'55'00" E	WCINITY MAP SITE THE TOTAL HARD HALL ON THE PLAT ARE FLOOR HALLOW AREA ON THAT ARE PLOOR HALLOW AREA ON THAT AREA ON THE AREA ON THAT AREA ON THAT AREA ON THAT AREA ON THAT AREA ON THE AREA ON THAT A
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TATE: 6717:10 GRAPHIC SCALE: 1"= 80' GRAPHIC SCALE: 12D 12D 12D 12D 12D 12D 12D 12	PEDESTRIAN ACCESS EASEMENT PLAT OVER: LOT "L", PALM FOREST, SOUTH FOREST BEACH, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA PREPARED FOR: SEA CABIN HORIZONTAL PROPERT PREPARED FOR: SEA CABIN HORIZONTAL PROPERT	BH	B-11A B-11B	B-10A B-10B	"D"