IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE MARVIN H. DUKES, III, MASTER IN EQUITY
AND SPECIAL CIRCUIT COURT JUDGE

CASE NO.: 2013-CP-07-02066
APPELLATE COURT NO.: 2017-001555

CAROLINA CENTER BUILDING CORP.,

Appellant,

vs.

ENMARK STATIONS, INC. AND
THE TOWN OF HILTON HEAD ISLAND,

Respondents.

RECORD ON APPEAL
VOLUME II

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Q And you can certainly observe that the roadway is within 20 feet of a building, right, without having to take the measurements or pull a permit?

A Probably.

Q All right. And that is one of the

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PATTERSON - COLTRANE (RECROSS EXAMINATION)

violations of the LMO, a 20-foot setback, is it not, for a road next to a building?

A Well, your ability to observe the physical conditions on the ground doesn't necessarily mean that you'd have any knowledge of whether or not that's a violation of anything.

Q Okay.

A I mean, one doesn't necessarily lead to the other.

Q Just two more questions and I'm done. Under Tab 83, the current version of the LMO --

A Okay.

Q -- at 16-8-105 that y'all were talking about, Enforcement Responsibility, Complaints.

A Okay.

Q Subparagraph C of 16-8-105, would you agree with me that sets forth the Town's responsibilities as far as notification of a violation?

A C1 does say that, yes.

Q And the entity or person responsible for the violation or the roadway would be the service station and their patrons in this case,

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is it not? That's who was using it? Because we wouldn't be sitting here today with Enmark as a defendant if that were not the case; true?

A I'm sorry, what was the question again?

Q Is the person that's responsible -- is the person that was using the roadway that's in dispute Enmark and its patrons?

A Well, yes, because I know that.

Q Okay. And so the Town -- from your review of the file, were you aware that the Town was aware of that?

A The first document that I saw that showed that the Town had any knowledge of it related was the letter from Ms. Lewis.

Q But did you see letters from the plaintiff's attorney, Mr. Arundell, notifying the Town of the violation? That's how it started; right?

A That's my understanding, yes.

Q And he said Enmark and its patrons are using a roadway that is in violation of the LMO; correct?

A I don't have that letter in front of

me.

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PATTERSON - COLTRANE (RECROSS EXAMINATION)

Q Okay.

A I mean, the point being, though, is that the violation actually is occurring on Mr. Viswanathan's property.

Q But nobody has ever taken the position that the plaintiff is using the roadway, it's always been Enmark and its patrons; correct? No question about that.

A I think that's fair, yes.

Q All right. And Paragraph 1, would you agree with me, says the Town is obligated to deliver a written notice to the person responsible for the violation, and that would be Enmark, is it not?

A Well, that's what it says today.

Q All right. And you would agree with me that there's no evidence in the file that the Town ever delivered a written notice to Enmark of a notice of violation?

A Other than your acknowledgment that you had it, no.

Q No, sir. My question was, did the Town -- this says "deliver." Have you ever seen anything where anybody delivered, that means

PATTERSON - COLTRANE (RECROSS EXAMINATION)

hand delivered, to Enmark a notice of violation as required under 105.C1?

A Well, I don't know that it means hand delivered. But, you know, the short answer is no. The explanation is, is you had it somehow because you acknowledged that you had it.

Q I know you were really big on "shall" and "may." Do you see in Paragraph 1, it says, "the Official shall deliver to the person responsible for the violation a written notice"; does "shall" in that case mean something different than the way you were using it in all the other provisions, or does "shall" mean they have to do it?

A Shall is mandatory.

Q Okay. And you would agree with me that they didn't comply with that "shall," they did not send -- there's nothing you've seen that they delivered a written notice to Enmark of a violation?

A This Ordinance wasn't adopted until a year after the notice was sent.

Q Do you have the provision that was in effect when the notice was sent?

PATTERSON - COLTRANE (RECROSS EXAMINATION)

A Probably.

Q All right. Let's get that. If you're telling me that there's different language in effect, let's look at that.

MR. KUHN: I object. He didn't say that.

THE WITNESS: I didn't testify to that at all.

BY MR. PATTERSON:

Q You said it might.

A No. I said that what you were quoting didn't exist at the time.

Q Okay. Well, let's look at it and see.

A 16-8-103.B contains -- it's not exactly the same, but for all intents and purposes it's the same.

Q And what version of the LMO were you relying on or looking at?

A Well, the one that was in place in August of 2013.

Q And how would I refer to that LMO? Is there a version or . . .

A Probably '98, because that was the last major rewrite. I mean, that's how you defined

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PATTERSON - COLTRANE (RECROSS EXAMINATION)

it and . . .

MR. PATTERSON: I would offer to put that into evidence, Your Honor, and we'll mark that afterward.

THE COURT: Now, which one is that, I'm sorry?

THE WITNESS: 16-8-103.B.

MR. PATTERSON: August 13th, 2013.

THE COURT: So I'll leave that one up to you, Mr. Patterson. And then of course Mr. Kuhn has one he's putting in, too, to become part of the exhibits. All right.

BY MR. PATTERSON:

Q So you would agree with me that the applicable version on August 13th, 2013, of 16-103.C1 required the Town to deliver to Enmark the notice of violation?

A Well, it says, he "shall notify in writing the person responsible."

Q Okay. Do you mind if I look over your shoulder for a second?

A No. Go right ahead.

Q All right. And you would agree with me that there was no such notification sent to

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Enmark of a notice of violation under 16-8-103.B?

A I would not agree.

Q All right. Show me where the Town of

Hilton Head notified Enmark. Where are the documents that you're relying on?

A I have your acknowledgment that you had it. So unless it -- unless it -- you got it somehow.

Q Okay. So you interpret -- under 16-8-103.B, the word "shall," that has an interpretation that it doesn't really mean you're required to do it; it just means that somehow, through other means, the person, the violator, receives it, then that meets the definition of the Town "shall notify," that's your interpretation for the use of the word "shall" in this provision?

A I have no reason to believe that there was not a notification, because the person charged acknowledges that it had it.

Q All right. Well, show me -- we have the notice that was sent to the plaintiff.

Where is the notice -- where is a copy

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of the notice that was sent to Enmark?

A Again, I have your acknowledgment of it.

Q All right. Look at -- I'll be finished with this in a second. Look again at Exhibit 63. That is not a notice to Enmark, is

it? That is a notice to the plaintiff.

A Correct.

Q All right. So how would Enmark think that they're in violation of anything if the Town never addressed anything to them that said they were in violation?

A Because they hired a lawyer to correspond with the Town and contest it.

MR. PATTERSON: Okay. I don't have any other questions.

THE COURT: Any other questions of this witness?

FURTHER REDIRECT EXAMINATION

BY MR. KUHN:

Q With very great risk, just to clarify, when it says the Official shall deliver to the person responsible for the violation or the Official shall notify the person responsible for

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the violation, does that in any way mean that the Official has to personally hand deliver it, or can they deliver it to them by giving it to person A to give it to person B, mail it, email it? Is there any particular way that it has to be delivered?

A I'm pretty sure that in the current version, like in the old one, delivery is a defined term, but I don't have that in front of

me, so I hate to say that out loud.

Q One thing we know for sure is somehow it was delivered to Enmark?

A That is what the record reflects.

Q Because they say they got it.

A Yes.

MR. KUHN: That's all I have.

RECROSS EXAMINATION

BY MR. ALFORD:

Q Sir, I'm sorry, I hate to do this, but you did make the statement that you believe that Enmark got notice because they had hired Mr. Patterson to be their representative, and if -- notice to him was notice to them.

A No. Mr. Patterson acknowledged that he

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had it when he communicated with the Town.

My point was only that if Enmark had no knowledge of the determination, that there would have been no reason for that ever to have happened.

Q Well, following that line of thought a little then, is it also logical that the Town might use an attorney to inform another attorney, such as Mr. Arundell, of a position that it's taking, and that that would therefore give that entity notice of a decision by the

Town?

A As long as there is, in fact, a decision of the Town that you're notifying them of.

MR. ALFORD: Thank you, sir.

THE COURT: Mr. Kuhn, anything else?

MR. KUHN: No, sir, Your Honor.

MR. PATTERSON: Nothing further, Your Honor.

THE COURT: I have a quick question, and maybe we can -- I don't know if counsel will agree to this or not.

As I've listened to this, I've had an

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opportunity to read through the stipulated exhibits, which include the definitions, and I've listened to the witnesses' testimony. I've listened to the parts that have been testified to that aren't yet a part of the record that really don't much to do with what I'm about to say.

But I guess what I'm trying to figure out is this.

The violation, alleged violation on what is now the Enmark property, at least as I read this, wouldn't include other people's property. Y'all help me out here. Because when I read what the definition of lot is

and I read the definition of what the parameters and jurisdiction of the LMO and the LMO Official is, whether or not something is a violation would be contained within the borders of the Enmark slash Chevron slash whoever owned it property, which wouldn't include any pavement. It would include a curb-cut that may or may not be illegal; again, my question doesn't mean to imply it is or is not illegal or a

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violation or not a violation.

I'm just trying -- y'all have gone on and on about whether or not something is a violation. And as least as I read this, granted, for the first time, and y'all have studied it for years, probably, it seems to me that something that happens on someone else's property, which is defined as off site in this as far as I can tell, is limited to signage, and other things that are off site aren't included in this.

What is on site would be no pavement, but it would be the curb-cut itself, not the pavement.

And I don't know if that's an agreed on issue or whether or not y'all disagree with

that, and if so --

MR. ALFORD: Can I?

THE COURT: Yeah, go ahead, Mr. Alford.

MR. ALFORD: And I think that's an important point, Your Honor. And I think, you know, the, quote, unquote, person isn't on the Enmark property; there's nothing on the Enmark property except maybe a curb-cut.

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ALFORD - COLTRANE (RECROSS EXAMINATION)

The problem, if you will, and I don't mean that it's their fault or anything, but the location of the alleged violation, which I still don't think has been established, is actually on the Carolina Building Center property.

So I think that's a correct -- I agree with you, that it's --

THE COURT: I guess my question is this. Insofar as it relates to the Enmark slash Chevron property and insofar as it relates to violations under the LMO, is the potential violation on that property limited to the curb-cut; and if not, if someone alleges that, no, the violation is associated with the pavement, where does it say that in here, that off site includes something other than a sign? And I can't find it. But again, y'all have studied it,

probably memorized it, but I . . .

MR. ALFORD: And I think, Your Honor, the more you read it, the dumber you get, so I think you're reading it correctly, that it -- it was just written that way. It's

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painful.

So I tend to agree with -- with -- at least I do, with what you're saying, that it's not -- in order for -- I mean, just -- I guess we're just talking here and not -- in order for the violation to be remedied, it would have to be remedied by -- not by the Enmark folks, because they'd have to either use their -- and I know there is this easement question out there, but they'd have to go onto someone else's property, be it whether their rights through an easement or through trespass, to fix what is being complained of. And I guess that's why -- I think we're saying the thing at some level, but I'm going to let these gentlemen . . .

THE COURT: Well, I'm happy to hear Mr. Patterson's case take on that question.

MR. KUHN: Yes, sir, Your Honor. I agree with your formulation. The violation that exists on the gas station property is

the un-permitted curb-cut, the violation of the construction permit, the initial development permit. The paving without a

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permit of the encroachment, that is on my client's property.

The person who violated the Ordinance by paving was Enmark or their predecessor, ASA actually.

But the fact that it is a violation is what is pertinent. It's not so much pertinent other than the fact that it is a violation.

My client has a violation on his property. That's why he was sent the letter. Enmark has a violation on their property that's never been addressed by the Town, but both are violations, both meaning that even if there was an easement signed by my client -- if my client had done it, Teri Lewis would still have written him that same letter, because it's a violation.

The point is that an easement can not exist there even if there is an easement there because it violates the Town's Ordinance.

THE COURT: And I guess my question was a little more specific as to how the LMO

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ALFORD - COLTRANE (RECROSS EXAMINATION)

handles an alleged violation of one property owner on another property owner's property.

MR. KUHN: They write a letter to the property owner saying you've got to remove it, which is what they did.

MR. ALFORD: And respectfully, Your Honor, I think that was answered in my letter and in Teri Lewis' explanation to Mr. Arundell, "Look, you guys have a private property dispute, work it out, figure out what is going on, and then we'll figure out whether or not it can be lawful or permitted or anything of that nature," and that's consistently been our position in this litigation.

MR. KUHN: Of course we disagree with that. A violation is a violation. You can't overrule it. It's either a violation or it's not.

MR. ALFORD: Well, respectfully, it's a violation because a permit has never been applied for and obtained. You can get a permit after the fact, you've got to pay double the permit fee, you'd get yelled at a

ALFORD - COLTRANE (RECROSS EXAMINATION)

little, but you can go and permit things that are done after the fact. It happens all the time when people get ahead of themselves. It shouldn't, but it does.

MR. KUHN: We'll get into that later with Ms. Lewis' testimony.

In this case, this property can not be permitted after the fact.

MR. ALFORD: And I think while we're having this consideration, though, if you look at Exhibit 89 of the roll-ups there, you'll see the curb-cut was there. It's a bad picture, but you can see it.

THE COURT: Well, let me do this. We're getting a little far afield on this thing, so I appreciate the comments.

Mr. Patterson, did you have anything to add to that?

MR. PATTERSON: No, Your Honor. I think you've raised a good point and worthy of consideration.

THE COURT: Okay. Any other questions for Mr. Coltrane then? He's probably ready to go.

MR. KUHN: Not from the plaintiff, Your Honor.

MR. PATTERSON: Nothing else.

THE COURT: Yes, sir.

MR. KUHN: Oh, I do have one further question. I'm glad you mentioned it.

THE COURT: All right.

BY MR. KUHN:

Q I'm surprised I didn't bring it up. You're not doing this for free?

A Oh, no, I'm not doing it for free.

Q What are you charging?

A $300 an hour.

Q And do you know what your total bill is to date, approximately?

A As of June 1, it was $5,050.

Since then, I have met with Mr. Kuhn and Mr. Viswanathan for about an hour. I spent most of the day yesterday either on my way here or waiting here, and I have been here today, so another number of hours.

Probably, before it's all said and done, $7,500.

MR. KUHN: Thank you very much.

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ALFORD - COLTRANE (RECROSS EXAMINATION)

THE COURT: All right.

MR. ALFORD: Thank you, Mr. Coltrane.

THE COURT: Thank you, Mr. Coltrane.

He would, I'm sure, like to be excused. Any objection to that?

MR. PATTERSON: No objection, Your Honor.

THE COURT: Anything else for the record before we break for lunch?

No. All right.

(Whereupon, a break was taken at 12:09 p.m.)

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ALFORD - COLTRANE (RECROSS EXAMINATION)

MR. KUHN: Your Honor, I'd like to call by way of deposition Jim Scott Middleton. His deposition is already into evidence as Exhibit 82. I don't know if you want us to publish that or if you just want to maybe

submit it into evidence and you can read it later.

THE COURT: If y'all are happy with me reading it. Is it the entire deposition?

MR. KUHN: The entire deposition, yes, sir, Your Honor.

MR. ALFORD: No objection.

THE COURT: Okay, if y'all are good with that. That will be Exhibit 82.

MR. PATTERSON: Your Honor, let me get a copy of it, because I don't think I actually -- it's not in the notebook. It was going to be a separate exhibit.

THE COURT: Yeah, I don't have one either.

MR. PATTERSON: Do you have a copy of the deposition?

MR. KUHN: I probably have the original I can give to Your Honor. I'll just do

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that.

MR. ALFORD: I've got one, Your Honor.

MR. KUHN: I've got the original. I took it, so I've got the original. I'll give you the sealed original.

MR. ALFORD: That one or that one, I don't care.

MR. PATTERSON: Your Honor, are you going to have time to read this, or do you want us to highlight some of the key points of it?

THE COURT: No, I'll read it. It's not that much, is it?

MR. PATTERSON: No. It's short.

THE COURT: All right. So that will be Exhibit 82, without objection.

MR. KUHN: Then Exhibit 80 was a summary of the plaintiff's attorney's fees and costs. One of the objections to that had been that there was a summary, they were not itemized, the supporting documentation is not supplied. I have that now, and I would move to introduce this, along with Exhibit 80, and at least address that part

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of the objection.

THE COURT: Okay. And that would be the proffer we've already discussed. All right. So that will be Exhibit 80, you said.

MR. KUHN: We probably ought to mark it separate, or we can include it as part of 80. We'd better mark it separate so everybody will know what we're talking about later on.

MR. PATTERSON: That would be Exhibit 95 then.

THE COURT: All right. If y'all would just mark it as Exhibit 95, and we'll try to get all this put together in a little while.

(Whereupon, Exhibit Number 95 was marked for identification.)

MR. KUHN: Your Honor, I had proffered my bill as Exhibit 86. I proffer myself as a witness to discuss that bill, or I offer as a suggestion, since Your Honor doesn't get to the issue of attorney's fees, you have to get to the issue of easement or no

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easement first and then Your Honor decide that, get to the issue of slander of title or no slander of title next, and then get to the issue of are attorney's fees recoverable or not next, then get to the issue of what are reasonable costs of attorney's fees.

How we do it in family court is, we just hold that in abeyance until you rule on the other issues or -- I just offer that as a suggestion.

THE COURT: I suppose we could do it that way.

Mr. Patterson, what are your thoughts?

MR. PATTERSON: Your Honor, I would prefer to -- because I, frankly, just got this document today, so I'm not really prepared to ask any of the attorneys what --

THE COURT: All right. Well, why don't we just hold off on that. We can always just keep this record open after we finish up here and get back on the record at some point and close it out, if necessary.

MR. KUHN: And, Your Honor, that's all I have. We rest.

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(PATTERSON - MOTION)

THE COURT: All right. Plaintiff rests. Any motions prior to starting the defendant's case?

MR. PATTERSON: Your Honor, we would move for a verdict in our favor on the grounds we set forth in our pretrial brief. As a matter of law, even based on the plaintiff's own testimony, we think we've met the requirement elements for a prescriptive easement, and it's outlined in our brief. And I'll be happy to go through them again, but I don't think it's necessary.

I also don't think they've shown a slander of title or a nuisance for that.

And also, as even Mr. Coltrane and Your Honor have read the LMO, it's just purely a discretionary action as to whether there's a violation and especially as to what the remedies are. And the LMO Official has, under the documents already into evidence, made her decision as to what -- using her discretion, based upon whatever facts she relied on. I don't -- under the mandamus

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(ALFORD - MOTION)

rules, this court can not override the discretionary action of a governmental official.

THE COURT: Okay. Anything else, Mr. Patterson?

MR. PATTERSON: Give me one second to make sure I've . . .

We don't believe they've shown the elements of a nuisance or a trespass. There's no case law that says if a prescriptive easement was, quote, illegal, that you -- that's not a requirement of a prescriptive easement is that it has to be a legal use, there's no case law on that, so we believe we would prevail on that even if you took everything in light of most favorable in view of the position of the

plaintiff.

THE COURT: Mr. Alford, anything?

MR. ALFORD: Yes, sir. May it please the court, Your Honor, at this point I would move for a judgment. The only claim against the Town Hilton Head Island, Your Honor, is one for a mandamus, and it is the Tenth

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(ALFORD - MOTION)

Cause of Action in the Amended Complaint.

I think that there's a clear question as to whether or not we're dealing with a mandatory or a -- I mean, I think that they have not proven that they're entitled to a mandamus, which I'll just remind the court is the highest -- you know, the highest judicial writ basically you can issue. I mean, they're very rare. And it's strictly for a ministerial duty, Your Honor, not for something that requires discretion or allows discretion on the part of the official. And I would respectfully submit that the official does have discretion in this matter.

I would refer the court to the code sections that we discussed, wherein, you know, it talked about she may do this, she may do that, she has the power to look at it and find out if there is a violation of the

LMO.

And in this case, with the limited information she had, the initial determination there was, she then got more

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(ALFORD - MOTION)

information and decided that it wasn't clear to her in either case, and in her discretion, she elected not to do anything.

Having said that, Your Honor, along with that election was a statement to the parties that was very clear, "Why don't you guys work this out and a court make findings of fact and law. We are going to of course abide by them," meaning the Town. And that would only make sense, Your Honor, because if we had done something other than that and she had made findings and this court came along later and in a private dispute between the parties made different findings, then we would be in -- you know, we'd be right back in front of you, you know, again, and it would be a duplication of judicial effort.

So I do not believe they've met the standard to obtain a mandamus, and I'm happy to refer the court to several cases that would support that position.

And I would tell you that, let's see,

24 if you'd bear with me a moment, Your
25 Honor -- and, "Courts are bound to afford

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(KUHN - RESPONSE TO MOTIONS)
substantial deference to the decision of those charged with interpreting and applying local zoning ordinances," Purdy v. Moise 223 S.C. 298, a 1953 case. And that would be our general position. And again, with no bias towards either party, the Town will, of course, be bound by whatever findings the court makes as it relates to the rights of the private parties.

THE COURT: Okay. Mr. Kuhn, do your part.

MR. KUHN: May it please the court, Your Honor. At this stage in the proceedings, I respectfully submit that in reviewing the evidence in the light most favorable to the plaintiff, not just the facts but the inferences that can be reasonably deducible from those facts, there is evidence to support the plaintiff's causes of action. I could address each of those if you want me to, it will take quite a while, but that sort of summarizes my argument.

THE COURT: Help me out with the

(KUHN - RESPONSE TO MOTIONS)

Standard of Title Cause of Action.

MR. KUHN: The defendant, Enmark, is asserting it has a prescriptive easement and formerly asserted it had an express easement over my client's property, addressing thus two slanders of title.

With respect to the express easement, they relied on a power line easement. I respectfully submit that a reasonable jury could conclude that that is patently false, malicious and frivolous. No person in their right mind reading that power line easement would interpret it to be an easement for ingress and egress from the Enmark service station to another public roadway.

With respect to the prescriptive easement claim, the defendant, Enmark, and its predecessors in title, upon which it has relied and with its knowledge, first got a permit from Beaufort County. They agreed to build and develop the project in accordance with that permit. They're required by law to develop the project in accordance with that permit.

(KUHN - RESPONSE TO MOTIONS)

They got that permit only after they filed suit and Judge Luke Brown issued an Order directing the issuance of the permit that they requested. And in getting that Order, they represented to Judge Brown, number one, that they could construct nothing in the power line easement, no improvements, no structures, much less a paved road, and they also represented to Judge Brown that they could not get rear access, that they gone to the Staples property owner and they had denied them access from the rear --

THE COURT: Is that a part of this record somewhere?

MR. KUHN: Yes, sir, Your Honor. We had not brought it up, because it's just part of the evidence.

THE COURT: Okay.

MR. KUHN: And Judge Brown, in reliance on those representations, concluded that they were entitled to a variance, that they had shown substantial hardship unique to this property. They got their permit.

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(KUHN - RESPONSE TO MOTIONS)

There is a 6-inch concrete curb-cut

that was mandated, if they wanted to deviate that, expressly said, they'd have to come back and get approval.

They also had to go to the Sea Pines Architectural Review Board and get approval of that. The Sea Pines Architectural Review Board said, "If you want to do anything different, you've got to come back to us and get approval for that.

Knowing that, after they got all these approvals in place, they went back in the dark of night, so to speak, and put in this curb-cut.

They then, not satisfied with just the curb-cut, at some point after the LMO was enacted, after the Town was created, went and put in the pavement, in violation of the LMO, and went back again later on and repaved and put in speed bumps, again, in violation of the LMO.

So this is not only a case where you've got a road or a roadway that was in existence and has been in existence a long

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(ARGUMENT)

time and the court has to decide, okay, was it continuous, uninterrupted for 20 years, have they shown the identity of the thing

enjoyed, and was it either under adverse or hostile conditions or under a claim of right, here we've got where they engaged in criminal activity in order to allegedly assert a patently false and frivolous prescriptive easement claim. That's the slander of title.

MR. PATTERSON: Your Honor, can I address a couple of these points?

THE COURT: Sure. Go ahead, please.

MR. PATTERSON: Slander of title requires a publication by the defendant with malice of a false statement that is derogatory to the plaintiff's title, causes special damages and results in the diminution of value.

All of these things they're talking about with Judge Brown and the LMO, Enmark, we weren't even in -- around. We weren't even in existence when that happened. There's no way he can attribute all the

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(ARGUMENT)

actions of other people, even if they're true, which we dispute, that's not a slander we did. We didn't make any publications or representations.

To prove a slander of title, he's got to show that we, Enmark, made a publication

with malice of a false statement, and there is absolutely no evidence whatsoever that Enmark has made a false statement to anybody about anything. All right. So we're clearly entitled to judgment on that action because there is no proof whatsoever.

The cases on slander of title that I talk about in the brief, every one of them involves a defendant recording some type of lien or judgment at a courthouse against somebody's title that caused them harm. We haven't recorded anything at the courthouse. We're the ones that prompted getting a declaratory judgment action filed to get this matter heard. We didn't file any lis pendens on the property, we haven't filed any liens, we didn't make any representations to the Town of Hilton Head

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(ARGUMENT)

that we had an easement.

If you look at the documents from my office to the Town, we never say, "We have these rights." We say, "We assert these rights that are in dispute, and we're going to have a declaratory judgment action and the judge is going to decide what they are."

So there's nothing since Enmark has

taken title that could possibly meet a publication of a false statement.

He can maybe have claims of -- I don't know how you could have claims about Judge Brown and representations that Chevron made 30 years ago. I think we have got a lot of statute of limitations issues, but Enmark didn't make any of those. We didn't -- there's no evidence we did anything to the roadway, okay, or violated the LMO. We didn't repave the roadway. There's no evidence we repaved it or expanded it or did anything. Okay. So that cause of action, they clearly have not met any of the elements.

THE COURT: All right. Let's see if

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(ARGUMENT)

Mr. Alford has got anything on that, I don't know if he does or not, then we'll get back to you, Mr. Kuhn.

MR. ALFORD: Well, Your Honor, my only other thought would be that, you know, there is this issue of this utility easement. And I guess the plaintiff is asking that you issue a mandamus against the Town to make us, I guess, close the curb-cut or -- because -- or to make the plaintiff remove the encroachment, and so, having said that

all that, I don't know that they've met the high standard necessary to get the court to require a mandamus.

And in addition with respect to the curb-cut, it's highly probable and likely, and if I could, I wanted to look at Exhibit 89 earlier with everybody, but I'll do it now, if you look at Exhibit 89 --

THE COURT: What's 89?

MR. ALFORD: It's this old, nasty one. What you'll see -- cameras just keep getting better and better, don't they -- if you look closely at this, Your Honor, you will see a

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(ARGUMENT)

cut right there. There's no vegetation there. Why is it there? The answer is, it's a utility easement. It would have been put there by the utility so they can get ingress and egress to their easement.

I'm not saying it was put there by these people. I'm not saying it even was a cut-through at that point in time. I'm saying that that cut -- you can see the site is cut right there. You can see it. Why is it there? Probably so that the utility can get on to their power line. And it's pretty common. So I don't know that a -- should

the utility company be a necessary part of this before we close an access to their -- for them to get to their stuff? I mean, these are the concerns that I have about just going out and having my client unilaterally, as a governmental entity, do something like that.

Now, as I said, when the court decides this private dispute, we will, of course, act accordingly and in accordance with the law. I just don't think they've made a

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(ARGUMENT)

mandamus yet. Thank you.

THE COURT: Mr. Kuhn, back to the slander of title issue. So far, what is the evidence of Enmark publishing a false statement with malice?

MR. KUHN: Exhibit 64, Your Honor. Teri Lewis issues her decision saying, "Rip it out. Plant the vegetative buffer."

MR. PATTERSON: And you see, Your Honor, in the second paragraph, we say, "We have a dispute with Bob Arundell's client, and the Master-in-Equity is going to decide the rights of the ownership, use and maintenance of the subject driveway."

MR. KUHN: In the third paragraph, though, the factual statement in there, "As

we discussed, my client believes this driveway was built prior to the incorporation of the Town in 1983 and certainly prior to the passage of the LMO in 1987." Then it goes on, "I have attached Plat Book 38, Page 53, dated February 11th, 1974, which shows the existence of this roadway."

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(ARGUMENT)

We've stipulated that that representation is false, that the plat is actually dated in -- drawn in 1989 and dated in 1990. This was a publication to the Town.

And you can see, the next exhibits are the Town's reaction to that, where Mr. Alford then discusses it with Teri Lewis. And here we are in court.

MR. PATTERSON: Your Honor, you already addressed this issue of them trying to assert a cause of action for fraud and negligent misrepresentation because of an error in a plat that Mr. Kuhn has said two times during this trial that it was very, very, very hard to read and he couldn't read the dates, so we had to get the original.

My Paragraph Number 1 says -- it's when

we're talking about title -- "We have a dispute about the title." I didn't say Enmark owned the plaintiff's property. I said, "We have a dispute and we're going to let the judge decide it."

Then I talk about some facts. That

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(MOTION DENIED)

third paragraph doesn't say anything on making a claim of title to their property.

I misstated the date on a plat, but it does not say in Paragraph 3, "We own, my client owns, their property." So it is not a publication of a false statement as to their title, and that's a requirement.

MR. KUHN: I respectfully disagree, Your Honor. It's a representation that the plat shows the roadway in existence prior to the incorporation of the Town and prior to the passage of LMO in 1987, and we know that representation is false.

And of course the roadway was in existence prior to 1983. It would be grandfathered, as Mr. Alford states in one of his -- you see in Mr. Alford's later letters, he's relying on that.

THE COURT: Well, let me do this. Granting a directed verdict or throwing out a cause of action at this stage is a pretty

high burden, so I might as well at this point just hear the balance of the case and take it all in. So I think I'll deny the

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PATTERSON - MEANS (DIRECT EXAMINATION)

motions right now and we'll just launch right into the defendant's case. And then I'll look at all of this, weigh the evidence at some point in the future.

MR. ALFORD: Thank you, Your Honor.

MR. PATTERSON: Thank you, Your Honor.

MR. KUHN: Thank you, Your Honor.

MR. PATTERSON: Your Honor, the defendant, Enmark, would call Ms. Alice Means, who has been here patiently.

Alice Butler Means,

having been produced and first duly sworn as a witness, testified as follows:

DIRECT EXAMINATION

BY MR. PATTERSON:

Q Ms. Means, could you tell me your full name.

A Alice Butler Means.

Q And where do you live?

A In Sea Pines, Hilton Head.

Q Okay. And how long have you lived on Hilton Head?

A I have been here since '79.

25 Q Okay. And in around 1979 or 1984,

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PATTERSON - MEANS (DIRECT EXAMINATION)

where did you live specifically on Hilton Head?

A Point Comfort Road.

Q And is that on the south end of the island off of Palmetto Bay Road?

A Yes.

Q And is that fairly close to the Chevron station or Enmark station that we're here today about?

A Yes.

Q All right. Do you remember when that station opened in 1984?

A Yes.

Q How many service stations on the south end of the island were there when the Chevron first opened?

A Chevron was the second.

Q Okay. And there was another station right across the street?

A Yes.

Q That's called Island Tire, used to be Island Tire?

A Yes.

Q When the station opened in 1984, do you remember a roadway that was in existence, at the

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rear of the station?

A Yes.

Q Tell me about that roadway.

A It's where the roadway is now. And it went from the station back to the parking lot of the MarketPlace.

Q And was there a grocery store back there?

A Yes. Winn-Dixie.

Q And did you ever use that roadway to get from the station to the grocery store?

A Yes.

Q Did other people use it?

A Yes.

Q Do you remember what the roadway was made of?

A I don't.

Q Has the location of the roadway ever changed from back in 1984 when this station opened until today?

A No.

Q When the station was opened in 1984, who were you married to?

A Ron Ballenger.

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Q And did Mr. Ballenger have -- what was his role with the service of the Chevron station?

A He leased it from Chevron.

Q And that was shortly after the station opened?

A Yes.

Q Would that be in 1985 he started leasing the station?

A Yes.

Q And during the time that he leased the station, was the roadway always in existence?

A Yes.

Q And I want to show you an aerial photograph. We'll look in the notebook -- well, let's go look. We've got these large ones right here, if you don't mind standing up, and we can look at Exhibit 89.

And do you see where Palmetto Bay Road is?

A Yes.

Q And do you see the Chevron station?

A Right.

Q And that's the one that your husband

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was operating in 1985 forward?

A Yes.

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Q And can you show the court where the roadway was located? And if you want to flip it around so you're not looking upside down, we can do it sideways.

A The roadway was going here, back here.

Q Okay. And can you see, is this your car wash?

A Yes.

Q And do cars leave some tracks, I don't know if that's dirt or soap, when they pull out of there?

A Yes.

Q And is there a line of dirt where cars came out of the car wash and onto the roadway?

A Yes.

Q Okay. And that same roadway was in existence when the station opened in 1984?

MR. KUHN: I object to the leading.

THE COURT: Try not to lead.

BY MR. PATTERSON:

Q What was the condition of the roadway when the station opened in 1984?

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A Meaning what? I don't understand the question.

Q Was there a roadway in existence when the station opened in 1984?

A Yes.
Q What was your role when the station -- when your husband leased it from 1985 to '89?
A I did not have a role.
Q Okay. But you went by there, I assume?
A And purchased gas.
Q He gave you a discount on the gas, I hope?
A He did.
Q Did you and Mr. Ballenger divorce in 1989?
A Right.
Q What happened to the station after that?
A I was awarded the lease.
Q Okay. And what did you do? Did you operate the station?
A Yes.
Q And starting in 1989, for how long did you operate the station?

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PATTERSON - MEANS (DIRECT EXAMINATION)

A Till it was sold in 2008 or '09.
Q So for the next 20 years, you operated the station?
A Yes.
Q And when you took over the operation of the station in 1989, was the condition of the roadway the same? Was it still in the same

location?
A Yes.
Q And had it been paved by the time you took it over in 1989?
A Yes.
Q And who paved it?
A We -- my husband did.
Q Okay. Do you know -- I know you said he took it over after it opened and he turned it over to you in 1989. Do you know what year in that time frame he paved it?
A I don't.
Q And did he pave it with asphalt?
A Yes.
Q The area that was paved, is that the same area that's generally paved today?
A Yes.

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PATTERSON - MEANS (DIRECT EXAMINATION)
Q And who was using the roadway in the 20 years that you operated the station?
A Customers and the general public.
Q Did anyone ever try to stop you from using the roadway?
A No.
Q At any time, even up to today?
A No.
Q When you were leasing the station

starting in 1989, did you do any maintenance on the roadway?

A Yes.

Q What kind of maintenance did you do?

A Filling in potholes and the speed bump. And it was repaved in I believe it was '94.

Q Okay. Before we get to the re-pavement, you did some -- you said you did regular maintenance on the roadway?

A Yes.

Q And did you add two speed bumps?

A Yes.

Q And are those speed bumps in the same general location they are today?

A Yes.

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PATTERSON - MEANS (DIRECT EXAMINATION)

Q Did you get any permits that you recall when you repaired the roadway?

A No.

Q Did anyone from the Town or anyone else object that you patched the asphalt and put in speed bumps?

A No.

Q Then if you'll turn to Exhibit 3 in the notebook in front of you, is that the Deed from Chevron Oil to ASA in 1993 for the station?

A Yes.

Q And are you ASA?

A Yes.
Q And what does ASA stand for?
A That stands for Alice, Sarah and Amy.
Q Okay. So that I have my dates right, you took over the lease in 1989, and you basically operated the station for four years, and then, pursuant to Exhibit 3, you bought the station from Chevron?
A Right.
Q All right. And after you bought the station in 1993, did you make any other repairs or improvements to the existing paved roadway?

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PATTERSON - MEANS (DIRECT EXAMINATION)

A In '94.
Q And what happened in '94?
A It was repaved.
Q And who repaved it?
A I'm not sure.
Q All right. And what part of the roadway was repaved?
A The entire part, from the -- from once you left the car wash and came around, there was a curb-cut, and at that curb-cut on out to the MarketPlace.
Q And did you simply repave over the existing asphalt?
A Yes.

Q And can you turn to Exhibit 72. Is Exhibit 72 the depreciation schedule for your company?

A Yes.

Q And does that show, over to the left, "Paving, July 1st, 1994"?

A Yes.

Q Is that why you think the paving was done in 1994?

A Yes.

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PATTERSON - MEANS (DIRECT EXAMINATION)

Q Did anyone from the Town or anyone else, the adjoining property owners, ever complain when you repaved the roadway in 1994?

A No.

Q Now, you mentioned a curb-cut. Prior to buying the station from Chevron -- I want you to turn to Exhibit 45 and this is a large as-built -- do you remember Exhibit 45 being prepared as part of the closing?

A Not really.

Q Okay. Do you remember seeing this survey before?

A No.

Q Okay. Well, if you'll take a look at it, this is an as-built of October 20th, 1992, so this is a little bit before you bought the station and you were leasing the station. Okay?

I'm going to concentrate on the roadway over to the left. What does it show where the roadway is, as far as any curbing?

A Is this the roadway?

Q Yes, ma'am. This is your property line.

Why don't we go where the judge is and

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we'll look at this exhibit. It will be easier, and I'll get you oriented.

Okay. This is Palmetto Bay Road, this is the entrance to your station, this is the car wash. Here is the curbs. Here's the roadway. This is the old Welcome Center. Okay?

A Yes.

Q Do you see where these lines -- I'll represent to you where it says "6-inch curb" would be a curb. Do you see where the curbs have been modified and rolled in on both sides?

A Yes.

Q Was that what the curb looked like when you took over the lease of the station?

A Yes.

Q Did you ever -- when you took over in 1989, did you ever do any work to change this curbing?

A No.

Q All right. And as far as you know, this plat is correct as of the survey of 1992, that the curbs were turned in on each end?

A Yes.

Q Do you know who did that work?

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A I don't.

Q Do you know when it was done?

A No.

Q Okay. After the road was repaved in 1994, did you do any other work on the roadway afterwards?

A Yes. In 2005 or '06, I believe it was.

Q And what happened then?

A I had gotten a lot of complaints from potholes and the like, and people were going fast through there, and so I filled in the potholes and redid the speed bumps.

Q Did you have any discussions with the Town prior to that work?

A We went to the Town and asked them if they would repave it.

Q And what was their response?

MR. KUHN: I object. That's hearsay. Was she present? And who with the Town? The Town could be anybody.

MR. ALFORD: Respectfully, Your Honor, the Town is a party to this action.

Therefore, it would be a statement by a party-opponent and by definition not

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PATTERSON - MEANS (DIRECT EXAMINATION)

hearsay.

MR. KUHN: Maybe not a statement against interest, though.

THE COURT: Yeah, I'm not sure who exactly said it or what they said. Perhaps the question could be, "What did you do in response to whatever they said," which is really the important thing anyway, I suppose.

BY MR. PATTERSON:

Q In response to communications with the Town, what happened next?

A We -- I had work done to fill in the potholes and the speed bump.

Q Okay. And did the Town ever object to that work in 2005 or '06?

A No.

Q Did the adjoining property owner, either Sea Pines or the plaintiff, Carolina Center, ever object to that work?

A No.

Q Now, is this station very visible as far as from the roadway to the Town of Hilton Head since it opened in 1994?

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A Yes.

Q And how much traffic goes by that station?

A A lot.

Q Is that one of the busiest roads in Hilton Head is Palmetto Bay Road and Sea Pines Circle?

A Yes.

Q And did you have an arrangement with the Town of Hilton Head to provide gas on account?

A Yes.

Q And about when was that account opened with the Town?

A When I took over in 1989, they had what we called an "in store account," and that lasted until sometime in early 2000, I believe.

Q So over 12 or 13 years?

A Yes.

Q And would various Town officials and employees come to your station on a regular basis, get gas and charge it to the Town's account?

A Yes.

PATTERSON - MEANS (DIRECT EXAMINATION)

Q And was the roadway at all times very visible when you pulled up to one of your pumps?

A Right. Yes.

Q And at any time during that 12-year period when all these Town employees were coming to your station for gas, did any of them object to the roadway at any time?

A No.

Q Did they ever object when you repaved the roadway?

A No.

Q Did they ever object to the repaving in 1994? Did they ever object when you did the repairs in 2005 or '06?

A No.

Q All right. If you'll turn to, I think it's Exhibit 79. Ms. Means, is this a summary of some, perhaps not all, of the permits you obtained from the Town of Hilton Head on the Chevron station?

A Yes.

Q And did you have to apply for and obtain permits for a variety of work from 1988 through 2008 for the station?

A Yes.
Q And let's just walk through there. The first one, Item A, in 1988 did you install all new pumps?
A Yes.
Q And you had to obtain a permit?
A Yes.
Q And typically when you obtained a permit, did someone from the Town of Hilton Head come by and inspect your property?
A Yes.
Q And at that time, they never made any objection to the roadway?
A No.
Q And the next one, we'll just go through them quickly, on January 15th, '93, was there new electric service to the pumps?
A Yes.
Q Again, with Town inspections?
A Yes.
Q And November 23rd, '93, did you do major work on the building and the roof, the required Corridor Review approval?
A Yes.

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PATTERSON - MEANS (DIRECT EXAMINATION)
Q And do you remember if there was a public hearing during that time period for the Corridor Review?

A Well, I went to the Corridor Review.
Q Okay. May 6th, '95, did you have electrical work done that required a permit?
A Yes.
Q Was that work inspected on October 11th, '95?
A Yes.
Q In 1998 did you have to put in all new gas pumps?
A Yes.
Q And in 2004 did you replace the whole canopy?
A Yes.
Q In 2005 did you replace the ceiling, lights for outside and your bath fixtures?
A Yes.
Q In 2008 did you put a new Chevron sign?
A Yes.
Q And December 29th, 2008 -- this is about the time you sold to Enmark -- was there a sign permit for them submitted to the Town?

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PATTERSON - MEANS (DIRECT EXAMINATION)

A Yes.
Q Okay. And on each one of these, it's your recollection that the Town came by and inspected your station to see if the work that was being done was acceptable and if there were

any other problems?

A Right. Yes.

Q And they never objected once to the roadway?

A No.

Q Now, I want you to look at Exhibit 79. There are small numbers at the bottom right, and I'm going to turn to Page 1302, and the small numbers aren't in order, and so I'm --

MR. PATTERSON: Your Honor, the page I'm going to is on Exhibit 79J, Page 1301.

THE COURT: That's a December 29th letter?

MR. PATTERSON: Yes.

BY MR. PATTERSON:

Q All right. Exhibit 79J talks about the new sign for Enmark. And on Page 1302, does the Town have in their file the existing site plan that we just looked at, which is Exhibit 45, the

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large plat?

A Yes.

Q And that shows the curb-cut in the roadway?

A Yes.

Q So the Town had this actual document that showed the roadway and the curb-cuts in their file as part of their approval for that?

A Yes.
Q And they never objected to that?
A No.
Q Did you ever seek permission from the adjoining property owner, either Sea Pines or Carolina Center Building Corp., to use the roadway?
A No.
Q Did Sea Pines or the plaintiff, Carolina Center or Mr. Viswanathan, ever give you permission to use the roadway?
A No.
Q And why did you think you had the right to use the roadway?
MR. KUHN: I object, Your Honor. She's not testified she thought she had a right to

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PATTERSON - MEANS (DIRECT EXAMINATION)

use the roadway.
BY MR. PATTERSON:
Q All right. Did you think you had the right to use the roadway?
A Yes.
Q Why did you think you had the right to use the roadway?
A Because my attorney, John Wilson, had told me I did.
Q Okay. And did the fact that it had

been in use for a long period of time have anything to do with your beliefs?

A Yes.

Q And how long to your personal knowledge has this roadway been in existence?

A Since the building of the Chevron, which was in I think '84.

Q All right. So if my math is correct, that would be 32 years from today that roadway has been in existence?

A Yes.

Q All right. I want to talk about your contacts with Mr. Viswanathan. At some point there were some discussions with

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PATTERSON - MEANS (DIRECT EXAMINATION)

Mr. Viswanathan?

A Yes.

Q And do you recall discussions and meeting with him on site as to the easement in 2008, if you look at Exhibit 51? All right. Who is Jim Scott Middleton?

A My son-in-law.

Q All right. And what was his role with the service station that you owned?

A He moved to Hilton Head in 2004 or '05 and he ran it for me.

Q Okay. And did he share with you, I assume, the contents of this letter from

Mr. Viswanathan talking about a new easement proposal?

A Yes.

Q And does it say anywhere on Exhibit 51 that Mr. Viswanathan grants you permission to use the easement?

A No.

Q And does his easement proposal, if you look on Page 1 of the actual easement agreement, does it provide that the proposed changes by Mr. Viswanathan are going to be paid 100 percent

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by Mr. Viswanathan's company?

A Yes.

Q And there is attached a plan to the easement agreement, and we have a better copy of it. Give me one second.

I'm going to show you what's been marked part of Exhibit 50, which is substantially similar, I'll represent to you. Let's walk over to Judge Dukes one more time.

THE COURT: I think I've got another one over there anyway.

MR. PATTERSON: It won't take but a second.

BY MR. PATTERSON:

Q All right. Let's do it this way. All

right. Ms. Means, over to the right is Palmetto Bay Road. Here's the entrance to your service station, the main station, the car wash and the Welcome Center property. Okay. Do you see that?

A Yes.

Q And where the area is in dark line, were those proposed changes by the plaintiff or Mr. Viswanathan?

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A Yes. Yes.

Q And was he seeking the right to access your station directly through a new curb-cut and to be able to ingress and egress through your station?

A Yes.

Q And did he offer to pay and relocate the roadway and -- engineer and pay for a new roadway right by your car wash?

A Yes.

Q And he was going to pay for all of that work?

A Yes.

Q And let's look at the next exhibit. If you'll turn to Exhibit 52. Is that Mr. Wilson, your attorney, in Exhibit 52?

A Yes.

Q And did you direct your attorney to

reject Mr. Viswanathan's new proposal?

A Yes.

Q And did your attorney, did you direct, in the second paragraph, to state that you believed that you had rights -- let me read this to you: "Further, we're not willing to concede

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PATTERSON - MEANS (DIRECT EXAMINATION)

that the ASA parcel is encroaching into your parcel, as we believe we have rights over the asphalt drive, which has existed for 30 plus years."

A Right.

Q Was that your position at that time?

A Yes.

Q Was there any agreement ever reached with the plaintiff?

A No.

Q Let's talk about -- move to the sale of your station in November of 2008. If you'll look at Exhibit 56, is this the Purchase Agreement where you agreed to sell the station for $1,475,000 to Enmark?

A Yes.

Q All right. If you'll turn to Exhibit 57, the next page, is that an Addendum to the contract that you signed and initialed, bearing the same date?

A Yes.

Q And Paragraph C, does that disclose the history of the roadway and your claims to the roadway?

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A Yes.

Q And after Enmark completed its due diligence, did the parties negotiate a reduction in the price due to possible issues concerning the roadway?

A Yes.

Q And is Exhibit 59 a copy of the Amendment that reflects those discussions?

A Yes.

Q And I see in Paragraph 1 there was a reduction in the purchase price of $35,000.

A Right.

Q How was that number arrived at?

A To the best of my recollection, $25,000 was if they had any future dealings about the roadway with Carolina Center. And $10,000 I believe was for an underground storage tank.

Q There were some issues about the tanks?

A Yes.

Q Okay. And looking at the next document, Exhibit 60, is that the Settlement Statement where you closed on the station with Enmark for $1,440,000?

25 A Yes.

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PATTERSON - MEANS (DIRECT EXAMINATION)

Q And ever since then, you've enjoyed retirement and never had a day of worry in your life?

Since the station was -- well, you sold it in 2009. Have you had the occasion to go to the station?

A Yes.

Q Have you had occasion to use the roadway?

A Yes.

Q Is it still in use today as it was in 1984?

A Yes.

Q Same location?

A Yes.

Q It's also paved?

A Yes.

Q Now, I want you to look on Exhibit 44, and I may ask you to go up and look -- we'll walk up to the judge for just a second. We're about finished. I'll take this exhibit with me. It's 44A, I'm sorry.

THE COURT: Okay.

BY MR. PATTERSON:

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PATTERSON - MEANS (DIRECT EXAMINATION)

Q And I'll represent to you that Exhibit 44A contains four photos that I took of the roadway on Saturday. Does this depict the roadway, portion of the roadway?

A Yes.

Q All right. Does it show the two different layers of asphalt?

A Yes.

Q And is the darker one on top the one that you did sometime in 1994?

A Yes.

Q And do the other photos show two layers of asphalt?

A Yes.

Q And the same with photos three and four?

A Yes.

Q And I believe you said that the -- when you took over the -- tell me again when you think the first layer of asphalt went down on the roadway.

A I think the first layer -- I'm not real sure, but I think the first layer Chevron had done, or I know that I paved in '94, and I don't

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KUHN - MEANS (CROSS EXAMINATION)

know whether it was repaved or . . .

Q But is this the speed bump on photograph two of 44A, that's your speed bump?

A Yes.

Q Okay. Are you getting paid for participating as a witness today in this litigation?

A No.

Q You're here pursuant to a Subpoena?

A Yes.

MR. PATTERSON: Give me one second.

I don't have any other questions, Your Honor.

THE COURT: Ms. Means, do you need a break before we start cross examination?

THE WITNESS: No.

THE COURT: All right. Mr. Alford, do you want to go first or Mr. Kuhn?

MR. ALFORD: I have no questions.

THE COURT: Mr. Kuhn.

CROSS EXAMINATION

BY MR. KUHN:

Q Ms. Means, I'm Fred Kuhn. I represent the plaintiff, Carolina Center Building

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KUHN - MEANS (CROSS EXAMINATION)

Corporation, in this lawsuit, Mr. Kumar

Viswanathan, who I think you've met before.

How certain are you that -- it sounds like you're pretty certain that you paved the roadway in 1994. Is that a fair statement?

A Yes.

Q How certain are you that the roadway was paved by anybody before that? Let me rephrase this. Can you swear that it's absolutely God's honest truth that it was paved before you did that?

A No.

Q And I understand from your prior deposition that in '85 you recall it was dirt and gravel; is that fair?

A Yes.

Q And you've got to answer everything out loud. She's got to pick it up on her recording thing there.

A Yes.

Q When you first got involved with the station, so to speak, it sounds like you were a customer.

A Yes.

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Q And Chevron owned it, and I think Morty Widows (phonetic) was the guy leasing it; is that correct?

A Yes.

Q And then your husband at the time, Mr. Ballenger, he sort of subleased it from Mr. Widows in '85?

A Yes.

Q And your husband sort of ran it. And as I understand, you weren't too involved in the business until you acquired the business from your husband through y'all's divorce in 1989; is that fair to say?

A Yes.

Q And then from 1989, you were actively -- you ran it?

A Yes.

Q And then your son-in-law, Mr. Middleton, moved to Hilton Head at about what time?

A 2004 or '05.

Q And at that time, you sort of turned the reins over to him?

A Yes.

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KUHN - MEANS (CROSS EXAMINATION)

Q And he was sort of the day-to-day general manager, and you stepped back a little, or did you stay heavily involved in the business?

A I stepped back somewhat. I still was involved.

Q The onsite, day-to-day person would have been Mr. Middleton after that?

A Yes.

Q Before that, it would have been you; is that fair to say?

A Yes.

Q Okay. When you bought the business in '93 -- I guess you sort of subleased it from '89 to '93 --

A Yes.

Q -- and then bought it out right in '93, that included both the business and the land?

A Yes.

Q Shortly thereafter, it looks like in '94 there was an exchange of letters between your lawyer and Mr. Viswanathan's lawyer, in which Mr. Viswanathan objected to the use of the encroachment?

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KUHN - MEANS (CROSS EXAMINATION)

MR. PATTERSON: I would object to the characterization -- Your Honor, I would object to the characterization of those letters.

THE WITNESS: If that was shortly.

THE COURT: All right. Well, they kind of speak for themselves, but see if you can ask the question and rephrase it a little bit.

MR. KUHN: I'm not sure how to rephrase it. I've got to describe the letters.

BY MR. KUHN:

Q Do you recall an exchange of letters where Mr. Viswanathan's lawyer objected to the use of the encroachment, and your lawyer wrote back and said, "No, we've got an easement"?

A Yes.

Q And do you recall when that took place? I've got the letters here, I can show them to you, if you don't.

A No, I don't.

Q And in the notebook in front of you, I believe they're Letters 47 and 48.

A And the question was what?

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KUHN - MEANS (CROSS EXAMINATION)

Q Do you recall these letters? Were you made aware of them at the time, I guess? Let's start there.

A Yes. Yes.

Q Okay. And do you see in the letter which is Exhibit 47 from Mr. Griffin to Mr. Wilson -- Mr. Wilson was your attorney at the time --

A Yes.

Q -- and he refers to the road as an encroachment, do you see that, in like the fifth

line down?
A Yes.
Q Do you see about two-thirds of the way down, he said, "would not be able to be utilized for continued access," referring to the roadway?
A Yes.
Q His "client advised that it would not be able to be utilized for continued access"?
A Yes.
Q Were you aware of this letter at the time or shortly thereafter?
A Yes. Yes.
Q From that time forward, were you aware

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KUHN - MEANS (CROSS EXAMINATION)

that Mr. Viswanathan objected to the use of the roadway?
A Not really.
Q But since that time, referring to June of 1994, were you aware that the adjoining owner, Mr. Viswanathan, objected to your use of the roadway?
MR. PATTERSON: Your Honor, I would object. The form of the question is improper. Mr. Viswanathan was not the owner of -- the station -- the adjoining owner in 1994.
THE COURT: What was the question again?

MR. KUHN: Let me rephrase it.
BY MR. KUHN:
Q From the June 15th, 1984 letter from Mr. Griffin --
MR. PATTERSON: '94, excuse me. '94.
BY MR. KUHN:
Q I'm sorry, in 1994, were you aware that the adjoining owner of the Welcome Center had always objected to your use of the roadway?
MR. PATTERSON: Same objection, Your

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KUHN - MEANS (CROSS EXAMINATION)

Honor. It's a misleading question.
THE COURT: You mean because of the word "always"?
MR. PATTERSON: No, the "adjoining owner," because Mr. Viswanathan did not own the property in '94, and Mr. Griffin didn't represent the owner.
MR. KUHN: That wasn't my question, who was the owner or who represented the owner.
MR. PATTERSON: I know, but --
BY MR. KUHN:
Q I'm talking about the adjoining owner, from 1994 forward, are you aware that that owner always objected to your use of the roadway?
MR. PATTERSON: Your Honor, this witness has not sat through -- has not

reviewed all the title, she wouldn't know who the owner was, and that's a misleading question. Because if you just read this letter, you would assume that Mr. Viswanathan is the owner in 1994, and we all know that he was not.

MR. KUHN: I'm not talking about that letter anymore. I've moved on.

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KUHN - MEANS (CROSS EXAMINATION)

THE COURT: Okay. Which letter are we talking about?

MR. KUHN: I'm not talking about a letter.

THE COURT: All right. Well, then reask the question.

MR. PATTERSON: At least he can tell who the owner is that's objecting, so the witness will know who he's referring to that would have an objection.

THE COURT: Why don't we do this. I think part of it, it's sort of a compound question. It was like three questions.

MR. KUHN: I'm reading from her deposition. That's why I'm stating it the way I am.

THE COURT: All right. Go ahead.

BY MR. KUHN:

Q You're aware of this June 15th, 1994

letter; correct?

A Yes.

Q Since that time, the adjoining owner of the Welcome Center has always objected to your use of the roadway, has he not?

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KUHN - MEANS (CROSS EXAMINATION)

A Well, once I got the letter and nothing happened, I forgot about it.

Q That doesn't answer my question. Since that time, the adjoining owner of the Welcome Center has always objected to your use of the roadway, has he not, that time being June 15th, 1994?

A Well, am I being asked to answer how he felt?

Q No, ma'am. It's a simple question. Since that time, the adjoining owner of the Welcome Center has always objected to your use of the roadway, has he not?

A I don't know how to answer that.

Q Let me show you your deposition. I can show you how you answered it before.

MR. KUHN: For the record, I'm unsealing the original.

THE COURT: All right. What was the date of that?

MR. PATTERSON: April 10th, 2014, about

two years ago.

THE COURT: Thanks.

BY MR. KUHN:

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KUHN - MEANS (CROSS EXAMINATION)

Q If you'd open up that booklet. Is that a verbatim transcript of your deposition?

A Yes.

Q You'll see in the upper right corner of each page, they're numbered.

A Yes.

Q If you would turn until you get to Page 64. You've gone too far.

A I've gone too far?

Q Yes, ma'am. You're into the exhibits.

There it is. Do you see in the far left-hand side of the page, there are numbers that drop down one, two, three, four, five, six, where every line is numbered?

A Yes.

Q This is actually Mr. Patterson, who is seated beside you now, asking you questions. And do you see on Line 2, Mr. Patterson saying, "Plaintiff's Exhibit 15, the June 15th, 1994 letter from Mr. Griffin would be the first time you are aware that the adjoining owner objected to your use in writing?"

I'll tell you that "A" stands for answer. If you would just read what your answer

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was then.

A "Yes."

Q Then the next question was, "And since that time, the adjoining owner of the Welcome Center has always objected to your use of the roadway, has he not?"

And where it says "The Witness," what was your answer?

A "Yes."

Q Just that one simple word, yes; is that correct?

A Yes.

Q Thank you. I'll take that back.

During your period of time that you were involved in the gas station, were you attempting to take that property, that easement, that roadway in any way?

A No.

Q The price reduction that came about when you sold it, you had one price and then later on you agreed to reduce it by $35,000, that came about at least in large part because you made Enmark aware of this ongoing dispute with Mr. Viswanathan; is that fair to say?

PATTERSON - MEANS (REDIRECT EXAMINATION)

A Yes.

Q And as a result, their lawyer wrote a letter to your lawyer objecting to that, and y'all agreed to reduce the price. Does that sort of summarize?

A Yes.

Q And we've got all the documents, Mr. Patterson went through with you. Okay.

A Yes.

Q So, that's a long way of saying, Enmark bought the property with their eyes open; they knew there was a problem with this roadway?

A Yes.

MR. KUHN: That's all the questions I have. Thank you.

REDIRECT EXAMINATION

BY MR. PATTERSON:

Q Just one question, Ms. Means. When you said you don't plan to take title to the property or the easement, do you mean you don't want to claim title as in ownership when you were operating it?

A Right.

Q Did you want to continue your rights of

usage that had been in existence for a long period of time?

MR. KUHN: I object to that as leading.

THE COURT: It is leading.

THE WITNESS: Yes.

BY MR. PATTERSON:

Q All right. What about -- I understand your comments on the ownership. What about your rights of usage?

A I felt that I had a right to use it.

Q And did you always assert that during the 20 years you were involved with the station?

A Yes.

MR. PATTERSON: I don't have any other questions.

Can this witness be excused Your Honor?

THE COURT: Mr. Alford?

MR. ALFORD: I have no questions.

THE COURT: What was your -- you had your hand --

MR. ALFORD: I was just going to take a moment and just speak with my client before she comes in and testifies. She's here. She's the next one.

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THE COURT - MEANS (CROSS EXAMINATION)

THE COURT: Okay. Any other questions of this witness, Mr. Kuhn?

MR. KUHN: No, sir, Your Honor.

THE COURT: Let me ask a quick question, because y'all asked the questions, and I'm not sure if I actually got the answer.

CROSS EXAMINATION

BY THE COURT:

Q Ms. Means, the road that we're talking about here, the encroachment area, as it's been called, did you feel that was -- describe what you felt the ownership was and your right to use it during your period of ownership of the gas station.

A I always had used that road, from being just a customer before ever being involved in the station, and did not know anything about -- at that time about easements or whatever. It just was always there. And it was used not only for the station, but the public would use it as a cut-through to go from Palmetto Bay Road to Greenwood Drive.

And my feeling was that it was just

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always there, and it was a road. And it was very important to my business, for people leaving the business, if they didn't want to go to the right, that they had an alternate route. And so I just always felt that it was a road.

Q So did you ever think or consider or have any thoughts about the title ownership associated with the road?

A No.

Q One way or the other, you never --

A One way or the other.

Q You never thought about it?

A No.

Q All right. Just out of curiosity, how would it have helped the gas station to have the general public cutting from Palmetto Bay Road over to, what's the other road, Greenwood?

A Yes. Well, it really didn't, I mean, it was a nuisance, because -- as far as when no one -- that they used it as a cut-through, that was just more wear and tear on my -- on the parking lot. And speed.

But as far as that roadway helped the station, in that customers could go to the left;

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they could exit out the back way of the station and go to where there was a light that helped them go to the left.

THE COURT: Okay. Any questions following up on my questions?

MR. PATTERSON: Just two quick questions, Your Honor.

BY MR. PATTERSON:

Q Ms. Means, when you were talking about what rights you thought you had in the roadway, can you look at Exhibit 48. This is in June of 1994?

A Yes.

Q And is that a letter from your attorney addressing what rights you have to the roadway?

A Yes.

Q And does he reference -- was it his opinion at that time that you had certain easement rights?

A Yes.

Q And then the issue came up 14 years later, if you look at Exhibit 52, another letter by your lawyer. And does he say, in the second

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paragraph, you're not willing to execute the easement -- "we are not willing to concede that the ASA parcel is encroaching into your parcel as we believe we have rights over the asphalt drive, which has been in existence for 30 plus years"?

A Yes.

Q Does that accurately summarize your belief as to your rights to the roadway?

MR. KUHN: I object. That's leading.

THE COURT: Yeah, it is leading.

BY MR. PATTERSON:

Q Does this Exhibit 52, as far as the second paragraph, accurately represent your position as to the roadway?

A Yes.

MR. PATTERSON: I don't have any other questions.

MR. ALFORD: Your Honor, I hate to do it, but I have a question.

THE COURT: Go ahead.

CROSS EXAMINATION

BY MR. ALFORD:

Q Ma'am, way back when you would use the

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road, was it dirt, where someone had put maybe -- I mean, was it a dirt road, or was it dirt and someone had filled in the holes with gravel, or was it like all gravel and crush and run?

A When? From the beginning?

Q Yes, ma'am.

A I really can not totally recall that, but -- I don't -- I can't answer that absolutely.

Q Okay. But it was -- I guess I'm trying to figure out, was it a -- was it established or was it --

A Yes, it was established.
Q Okay. But you don't recall if it was sand, gravel, a little bit of both?
A I don't.
MR. ALFORD: Thank you.
MR. PATTERSON: No other questions.
THE COURT: All right. Thank you so much, ma'am.
MR. ALFORD: If I could have a moment, Your Honor, I'll bring Ms. Lewis in.
THE COURT: All right. We'll take five minutes.

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(Whereupon, a break was taken.)
THE COURT: All right. Is Teri Lewis your witness?
MR. PATTERSON: I guess she is my witness, yes.
THE COURT: Okay. I just didn't know, since Greg did the introduction, whether or not we were moving on to his case or not.
MR. ALFORD: Your Honor, I'll say it and then we can -- to keep things simple, Ms. Lewis' testimony is a part of my case, so to prevent duplication, I mean, it's wide open, I mean, I don't --
MR. PATTERSON: I don't mind if Greg

goes first. I mean, we're just trying to move it along as fast as we can.

THE COURT: No, no, that's fine. I just didn't know if you had rested, that's all I was trying to keep track of, so it is still Enmark's case.

Theresa Lewis

having been produced and first duly sworn as a witness, testified as follows:

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PATTERSON - LEWIS (DIRECT EXAMINATION)

DIRECT EXAMINATION

BY MR. PATTERSON:

Q Ms. Lewis, my name is Russell Patterson. We've met before. I'm an attorney representing the Enmark Service station on Hilton Head. Can you give us your full name?

A Theresa Bourgaux Lewis.

Q And where do you work currently?

A The Town of Hilton Head Island.

Q And how long have you been on Hilton Head?

A A little over 18 years.

Q 18 years, so that would be 1998?

A That's correct.

Q And where did you initially live, in the south end or in the north end?

A In Bluffton.

Q Have you ever lived on Hilton Head?
A I have.
Q And where do you live?
A I lived on the south end. Now I live in Bluffton again.
Q Okay. Since 1998, did you ever have occasion to use what used to be called the

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PATTERSON - LEWIS (DIRECT EXAMINATION)

Chevron station on Palmetto Bay Road?
A Yes.
Q And did you ever use the roadway or the encroachment or cut-through back to what used to be Winn-Dixie and is now Staples?
A Yes.
Q And how often do you think you used it?
A Very seldom.
Q And are you aware that other people, patrons of the service station or the public, use that roadway as a shortcut?
A Yes.
Q And how busy would you say it is?
A I would have no idea.
Q What is your -- when did you first start working with the Town?
A In April of 1998.
Q And what was your initial position?
A I was a Planner.
Q And how long did you stay as a Planner?

A A year and-a-half.
Q And then that would get us somewhere around 2000 or thereabouts. What was your next position?

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PATTERSON - LEWIS (DIRECT EXAMINATION)
A Senior Planner.
Q And how long did you have that?
A I don't remember, two or three years.
Q And what was your next position after that?
A Manager of Development Review and Zoning.
Q And how long did you do that?
A Until March of 2008.
Q And what happened then?
A Then I became the Land Management Ordinance Official.
Q Okay. And how long did you hold that position?
A I'm still in that position today.
Q Congratulations. And what are your duties as the LMO Official, generally?
A I make interpretations related to the LMO is probably my main duty, so . . .
Q And are you aware that the Town was incorporated in 1983?
A Yes.

Q And is it fair to say the first LMO was adopted in January of 1987?

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PATTERSON - LEWIS (DIRECT EXAMINATION)

A I know it was 1987. I don't know whether it was January or not.

Q And prior to that, did the Town use the Beaufort County Development Standards Ordinance, DSO, or do you know?

A Yes, they did.

Q All right. If you'd turn to Exhibit 78 in the notebook in front of you. And are you aware if that's the Certificate of Occupancy for the Chevron station?

A It looks like it is.

Q And that's dated June 1st, 1984?

A That's correct.

Q And I think as you testified, that was before the adoption of the LMO three years later in 1987?

A That's correct.

Q Do you know, and let me make sure we're talking about the -- using the same terminology. Look at Exhibit 74 so I can tell you what I'm using the word "roadway."

Okay. I'll represent to you, this area right here I'm pointing to is Palmetto Bay Road. Sea Pines Circle is right here. And the Chevron

PATTERSON - LEWIS (DIRECT EXAMINATION)

station is labeled. And the Sea Pines Welcome Center, which is now called Carolina Center, is here. See the area in red?

A I do.

Q Are you generally familiar that's the paved roadway that's the subject of this dispute?

A Yes.

Q Okay. So when I use the word "roadway," that's the area I'm talking about.

A Okay.

Q Do you know when the roadway was first built?

A I do not.

Q Do you know when it was first paved?

A I do not.

Q Did you have the occasion to review various aerial photos?

A I did.

Q And based upon the review of aerial photos, were you able to determine, or working with the Town GIS office, when the roadway first shows up?

A I couldn't. There's a lot of trees in

PATTERSON - LEWIS (DIRECT EXAMINATION)

that area, so it was difficult. It looked like it perhaps had been there before 1987, but neither of us could say; neither the GIS Administrator nor myself could say for sure.

Q Is it fair to say that the roadway has been in existence for a long period of time?

A Yes.

Q And do you know if Beaufort County DSO required a permit for that roadway?

A I don't know.

Q All right. And have you had occasion since these issues arose to inspect the roadway?

A Yes.

Q And I would ask you to look at Exhibit 44A. It's the back part of Exhibit 44. I'm sorry, it doesn't have a tab.

A Okay.

Q I'll represent to you these are four photos I took this Saturday. Does the first one, item one, does that show a portion of the roadway?

A Yes.

Q And does this appear to show two different types of asphalt?

PATTERSON - LEWIS (DIRECT EXAMINATION)

A Yes.

Q Based upon your inspection and experience, has this roadway been paved at least twice?

A That's what it looked like to me when I went out -- I went out there yesterday afternoon, and that's what it looked like to me.

Q Okay. And so you don't know when it was paved the first time or the second time?

A I don't.

Q Okay. Under the LMO, how would a roadway that was -- if it was a paved roadway in existence in 1987, how would it be treated?

A I'm not sure I understand what your question is.

Q All right. Look at Exhibit 83. And I will represent to you the first portion of Exhibit 83 is the 1998 LMO, certain provisions. Okay?

A Okay.

Q If you'll turn to about the tenth page, under 16-7-103. Okay. Does that section deal with nonconformities?

A It does.

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PATTERSON - LEWIS (DIRECT EXAMINATION)

Q And does that provide that nonconformities are allowed to continue in accordance with the regulations of the 1983 LMO?

A It does. Well, the 1987 LMO.
Q 1987. Tell me what a nonconformity is, the best you can.
A What a -- just in general, what a nonconformity is?
Q Yes.
A It's something that was allowed at one point but no longer meets the requirements of the LMO, generally because the LMO has changed since that whatever it was road was approved or built.
Q And if you had something that was allowed and then the LMO was passed, would that mean it would be allowed to remain as is?
A Yes.
Q You don't have to tear it down or change it?
A That's correct.
Q That's sort of a grandfather provision?
A Yes.
Q All right. And is it fair to say that

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the nonconformity can not be expanded or enlarged, generally?
A That's generally correct. We've recently made changes to our code to allow a little bit more flexibility for nonconformities.
Q Okay. And under 16-7-105 of the same

exhibit, does that provision provide for repair and normal maintenance for a nonconformity?

A Yes.

Q And do you have an opinion as to whether the patching of holes in a paved roadway would be repairs and normal maintenance under 16-7-105?

A I would say generally, that would be considered normal maintenance.

Q Okay. And under 16-7-106, I think you already testified under Paragraph B, if there is going to be work on a nonconformity that is an expansion, enlargement or extension, as long as it does not create a greater footprint, can the Administrator allow for that activity?

A Under this current LMO, under this 1998 LMO?

Q Yes.

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A Yes.

Q And would -- if an existing road that was paved was a nonconformity, could it be repaved under that section if the footprint did not increase?

A If it was already paved, could it be repaved?

Q Yes.

A Yes.

Q In fact, would that possibly fall under 16-7-105 of a repair and normal maintenance, to put another coat of asphalt?

A Yes.

Q So no permit or application would even be needed to repave an existing nonconforming paved road?

A That's correct.

Q Were you aware that the Town of Hilton Head for a long period of time had a gas account program at the Chevron station where employees of the Town could purchase gas?

A For Town vehicles?

Q Yes.

A Yes. I think that's how I ended up

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using that gas station.

Q Oh, okay. So you went there to buy gas and charged it to the Town?

A Yes, for our Town vehicles.

Q And how many other Town employees would have done that?

A I would guess most of them, but I have no idea.

Q Well, about how many Town employees would have gas cards? I see a lot of white cars driving around, but I don't know --

MR. KUHN: I'm going to object on relevance grounds.

THE COURT: Well, I'll allow it.

Go ahead, if you know.

THE WITNESS: I don't have an exact number.

BY MR. PATTERSON:

Q Is it more than 50?

A Again, I don't know, because I know often our fire vehicles sometimes would use a different gas station, or we'd have more than one gas station where we could get gas at.

Q All right. I want you to turn to

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Exhibit 79. When someone involved with the Town and the LMO goes to a property to inspect it for a permit activity, do they have any obligation to report violations of the LMO on something else they see?

A Yes. Now, it's not always going to be on the LMO. For example, if I went out and saw something, I could report a violation of the LMO but not the building code, and I would say some of our inspectors would be able to report very obvious violations of the LMO but not every violation of the LMO.

Q Okay. Would you say a -- just trying

to see your scale of reference -- a paved road used by the public in plain view with asphalt right next to a building, would that be an obvious violation of the LMO?

A No.

Q Okay. Are you aware of -- well, let me represent to you what Exhibit 79 is. That's a summary of all the Town inspections and permits issued for the Chevron station from 1988 to 2009. Are you generally familiar with these records?

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PATTERSON - LEWIS (DIRECT EXAMINATION)

A Just this -- I would just be -- just the ones related to signs. I wouldn't be familiar with the building permit ones at all.

Q Okay. But, you can just flip through it, like the first one on November 4th, 1988, does that appear to be a Town permit for electrical service for ten gas pumps?

A Yes, it was.

Q And somebody would have gone out to inspect the work?

A Yes.

Q And the same thing on the next exhibit of January 15th, 1993, Exhibit 79B?

A Okay.

Q Is that another Town permit for new electric service to pumps, $2,500?

A Yes.
Q Somebody went and inspected the station?
A I would think so, yes.
Q Okay. And the same -- I won't go through each one of them. If you go back to the first page of Exhibit 79 where they repainted the building and roof, November 23rd, '93, do

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PATTERSON - LEWIS (DIRECT EXAMINATION)
you see that --
A Yes.
Q -- that required Corridor Review approval?
A Yes.
Q And is that a more intense review than just getting a building permit?
A I wouldn't say it's necessarily a more intense review. It goes before our -- it would have gone before our -- at that time the Corridor Review Committee, so it would have been reviewed by a board of citizens versus one or two staff members.
Q And that's a public hearing, anybody can show up?
A It's a public meeting, not a public hearing.
Q And then a building permit would have

been issued after that, as indicated on the surveys?

A Yes.

Q And in fact, on each one of these items listed, somebody from the Town would have typically gone out and inspected the property

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and the site for all this work?

A For the specific work that they were approving, yes.

Q And is it my understanding from your earlier testimony that if the LMO Official saw another violation of the LMO, they would be under an obligation to report that to you or somebody else?

A Yes.

Q And are you aware of any time from 1988 until when Mr. Viswanathan's attorneys contacted you sometime in 2013 that the Town ever notified anyone of a violation due to the roadway that we're talking about?

A No. No.

Q And you've looked through your records, and there's not a single issue about the use of the roadway or any violation of the LMO concerning the roadway?

A That's correct. I went through our microfilm records when this came up and couldn't

find anything.

Q Okay. And if the roadway has been in existence from 1984 until when Mr. Viswanathan's

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attorneys contacted you in 2013, that would be 29 years that the roadway was in existence without any complaint from the Town as to its operation?

A That's correct.

Q All right. Let's look at Exhibit 63, which is your letter. What prompted you to get involved with the roadway?

A Mr. Arundell came and met with Charles Cousins, the Director of Community Development, my boss, and spoke with him about the roadway. And then Charles Cousins asked me to give Mr. Arundell a call, so I did, and he came in and we met.

Q And based upon information that was provided solely by the plaintiff's attorney, did you then issue Exhibit 63?

A Yes.

Q And then if you go to Exhibit 65, is that your next correspondence with Mr. Arundell on September 26th, 2013?

A My next written correspondence. I am sure that I talked to him before that to let him

25 know that there was an issue with that earlier

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PATTERSON - LEWIS (DIRECT EXAMINATION)

letter that I had written.

Q. Okay. And then you wrote Exhibit 65. That basically said, pursuant to discussions with Mr. Alford, the Town Attorney, you were premature in sending the letter and that the Town -- you were going to get with Greg and send an additional response?

A Yes.

MR. KUHN: Your Honor, I object. That's not what it says.

BY MR. PATTERSON:

Q All right. Well, let me ask you this. What happened as a result of Exhibit -- what was the purpose of sending Exhibit 65?

A And Exhibit 65 is my email to --

Q Yes. And why did you send that?

A To say that I shouldn't have sent the letter yet, the earlier letter --

Q Exhibit 63?

A Right, Exhibit 63, that I shouldn't have sent that yet and that I needed to discuss it with Greg Alford, and that once I had worked with Greg on a response, that I would send a copy to Mr. Arundell and to you.

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PATTERSON - LEWIS (DIRECT EXAMINATION)

Q All right. And is one of the next things that happened, Mr. Alford sent Exhibit 66 to Mr. Arundell?

A Yes. I mean, we had meetings in between the September email and this letter, but yes, that's what -- that was the next formal correspondence, I believe.

Q Okay. And you received a response or Mr. Alford received a response to that, Exhibit 67, with lots of bold print and underlining?

A Yes.

Q And on behalf of the Town, did Mr. Alford respond to Exhibit 68?

A Yes.

Q All right. And were the letters by Mr. Alford, did you authorize him to respond on behalf of the Town as the LMO Official?

MR. KUHN: Your Honor, I object to that. What do you mean authorize?

THE COURT: What was the question?

MR. PATTERSON: The question was, did Ms. Lewis as the LMO Official authorize Mr. Alford to send Exhibits 66 and 68, the

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two letters he wrote to Mr. Arundell.

THE COURT: Maybe you can lay a foundation as to who can authorize in this situation.

BY MR. PATTERSON:

Q Let's do this. When you have questions about various legal matters as the LMO Official, who can you consult for advice?

A I can consult either Brian Hulbert, our Staff Attorney, or Greg Alford, our Town Attorney.

Q And as a result of the issues concerning this roadway raised by the plaintiff's counsel, did you have questions about this roadway?

A Yes.

Q And did you consult with Mr. Alford?

A I did.

Q And do you know of any provision in the LMO that allows for you to seek assistance when you have questions?

A I don't know whether there's anything written into the LMO that says exactly that, but, I mean, that's been my standard policy as

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long as I've been the Land Management Ordinance Official.

Q And what is your practice when you start getting letters from attorneys; do you commonly bring in Mr. Alford and Mr. Hulbert, the inhouse attorney?

A Yes, almost always.

Q Okay. And after -- who then communicates on behalf of your office with these attorneys?

A Often, it will be our attorney.

Q And is that after consulting with you as to what the response would be as the LMO Official?

A Yes.

Q And are the letters, Exhibits 66 and 68, examples of that communication that you authorized?

A Yes.

Q And did you authorize Exhibits 66 and 68 as the LMO Official?

A Do you mean, like was I in agreement with what he was sending out?

Q Yes.

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A Yes.

Q And was that your decision that's set forth in Mr. Alford's letters, 66 and 68?

A Yes.

MR. KUHN: Your Honor, I object to the word "decision." That's a term of art in the LMO.

THE COURT: So what was the question again, is it your decision to allow Mr. Alford to write the letter? What was the question?

MR. PATTERSON: Well, let me rephrase it.

BY MR. PATTERSON:

Q Did Exhibits 66 and 68 accurately reflect your decision as the LMO Official?

A Yes.

Q Did it reflect your determination as the LMO Official?

A Yes.

Q Do sometimes you or other people on your staff make an error in making some decision?

A Yes.

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Q And if you find that you made an error, what are you supposed to do?

A We try to correct it.

Q Okay. And is that -- is there any express provision in the LMO, or is that just the general intent of how you act as a Town employee?

A It's not in the LMO.

Q All right. I want you to turn to Exhibit 83. And I'm going to turn to the section -- and this is not very well labeled, but it's the current LMO, it's near the back, and it is in the section 16-8-106. Does that provide the menu of options for you as the LMO Official to take, in the event there is a violation of the LMO?

A Yes.

Q How do you decide which one of these eight options you would look at for a particular violation?

A Really, we take each one on a -- each violation on a case-by-case basis. So often I'm talking with our Code Enforcement Officers. It depends on the severity of what the violation

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PATTERSON - LEWIS (DIRECT EXAMINATION)

was.

Q How about -- would other factors be how long the violation has been in existence?

A Yes.

Q And would the fact involving this roadway, that it's been in existence for over 30 years, would that be a factor as to what remedy you'd select, if it's a violation?

A It would, except that I would generally

talk to our Staff Attorney or Code Enforcement Officers at that point, because I don't -- you know, in terms of if a citation was going to be issued or how far we were going to take it, I would generally consult with the Staff Attorney as well.

Q But that would be a factor you would decide in deciding which one of these options you would go with?

A Yes.

Q And tell me how -- how long a violation had been in existence, how that would factor in, if it was say 30 years versus a week. Tell me how you would factor that in.

A Well, if it's a violation that we just

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noticed, it's a lot easier to get it resolved. If a violation had been in place for months or years, there's some question about why we didn't take action on it, why Town staff didn't take action on it before. So it becomes harder, you know, if we would issue a citation or some kind of requirement that they fix it, that is going to come up as to why it wasn't a problem all those -- all that time.

Q And is it fair to say that the longer a violation has been in existence, kind of in plain view, the less severe you're probably

going to punish that person?
A Yes.
Q All right. Would a factor in exercising your discretion on the options be if you had had repeated violations from the same person?
A So if I had repeated violations, would we be more likely to take some sort of action?
Q More serious action.
A Yes.
Q Would the factor that the current property owner had no role in creating the

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violation, would that be a factor in deciding how severe the punishment would be?
A Sometimes, not always.
Q But that's something you would look at, and it would be on the list of factors you're kind of weighing?
A Yes.
Q Would the factor of how severe the -- whether it was a major violation or a technical violation, would that weigh into what remedy you exercise your discretion on?
A What do you mean, "major" or "technical"?
Q Like if I chop down the Liberty Oak at

Sea Pines versus chopping down a wax myrtle along my house, would the punishment be related to how bad the crime was?

A Not really. I mean, if it's a violation, it's a violation.

Q All right. And is it fair to say that under your list of remedies, that you could -- and you mentioned it several times, you could just simply impose a fine as one of your options?

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PATTERSON - LEWIS (DIRECT EXAMINATION)

A Yes. I can't do that, but I can talk to our Code Enforcement Officers about doing that.

Q But the end result could be that whatever violation there was, there may just be a fine?

A Yes.

Q Could it also be that they would be required to plant some additional plantings, say if a buffer was needed?

A Yes.

Q And on violations that take place that come to the Town's attention a long period of time after whatever happened, has the Town ever followed the procedure of allowing an after-the-fact permit to be applied for?

A Probably. I don't know that I could

cite any certain cases, but I wouldn't want to say that it had never happened.

Q So you're not that familiar with an after-the-fact permit?

A Not for something that would have happened a long time.

Q How about something that happened not

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that long ago?

A Yes. What we'll advise people, if it's something they can get a permit for, then we'll advise them to apply for an after-the-fact permit. If we know they couldn't get a permit for that violation, we won't tell them to get a permit.

Q And what happens -- what are some of your options if they could not get a permit?

A Then they can -- then they have to remove the violation.

Q Okay. Would also one of the options be they could pay a fine?

MR. KUHN: Your Honor, I object. This is leading.

THE COURT: Well --

MR. KUHN: She's already said the option is they have to remove the violation.

THE COURT: Yeah, it is leading.

Are you going to go through every possibility, or . . .

MR. PATTERSON: No, Your Honor, I'm just about wrapped up. I don't think I can think of any more possibilities.

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PATTERSON - LEWIS (DIRECT EXAMINATION)

BY MR. PATTERSON:

Q If the roadway has been in existence since -- I'll ask you to assume it has been in existence since the station opened in 1984 and the Town has been to the property for other permitting activities 10 or 12 times, and the Town's employees are buying gas there all the time, and it's visible and open roadway. Why hasn't the Town ever done anything about this roadway for over 30 years?

A I can't answer that question.

Q Did you make a final determination as to whether the roadway violates the LMO?

A I don't think so. I think -- I think I had made a determination that it was in violation in that August 2013 letter that I sent to Bob Arundell, and then I followed up with a letter -- or an email rescinding that letter.

Q Okay. And do you also recall attending a meeting with Mr. Viswanathan, Mr. Alford, myself and Chet Williams in Greg Alford's office --

24 A Yes.
25 Q -- where Mr. Williams explained in

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PATTERSON - LEWIS (DIRECT EXAMINATION)

detail, with lots of attachments, why he thought it was a violation?

A Yes.

Q And you reviewed all of that information with all of the information that the plaintiff provided to the Town, with all the correct dates and the right plats and everything; correct?

A I did.

Q And you still did not decide there was a violation after that meeting, did you?

MR. KUHN: I object. That's leading.

THE WITNESS: That's correct.

BY MR. PATTERSON:

Q After that meeting, did you issue any violation after you had all the complete, 100 percent information the plaintiff wanted to provide to you?

A I did not.

Q And why didn't you?

A I believe based on consultations with our Town Attorney, we decided to see what came of the -- I guess almost this process that we're in right now.

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ALFORD - LEWIS (CROSS EXAMINATION)

MR. PATTERSON: Okay. I don't have any other questions. You can answer any counsel might have?

MR. ALFORD: Your Honor, I'm going to go ahead, if you don't mind, just so I can clean up the record a little. Her testimony is essentially going to be part of my case. Do I need to segregate it out for procedural purposes?

THE COURT: No.

MR. ALFORD: Is everybody all right with that?

Fred, are you all right with that.

MR. KUHN: Inquire away.

MR. PATTERSON: Fine.

CROSS EXAMINATION

BY MR. ALFORD:

Q Ms. Lewis, you still don't know whether there's a -- I mean, do you know whether or not there's been a violation of the LMO at this point?

A No.

Q Tell the court why not.

A Well, we don't know when the roadway

ALFORD - LEWIS (CROSS EXAMINATION)

was built, we don't know when it was put in, so it's difficult to say whether it's in violation of the LMO or whether it's a legal nonconformity.

Q And without sounding callous or -- we don't necessarily have a dog in this -- the Town doesn't have a dog in this fight other than trying to do the right thing; is that correct?

A That's correct.

Q And has it happened before that you've received information from one party that made you think, "Oh, boy, there's a serious problem," and then later on you find out there's other information from the other side of the fence or the other side of the property line, if you will, and you say, "Okay, maybe I didn't know the whole story," and you retract something?

A Yes.

Q It happens a lot, doesn't it?

A I wouldn't say --

Q I don't mean a lot. I mean, it happens . . .

A I wouldn't say a lot, but it does happen.

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KUHN - LEWIS (CROSS EXAMINATION)

Q Right. And at the end of the day, aren't you just trying to get it right?

A Yes.

Q And if you thought there was a clear violation or you felt strongly about it, what would you do?

A I would get our Code Enforcement Officers involved, and we would take whatever action we felt was necessary.

Q And from your perspective, the plaintiff, very respectable business folks on the island?

A Yes.

Q And the defendants, very respectable business folks on the island?

A Yes.

Q We're not choosing sides?

A No, we're not.

MR. ALFORD: That's all I have. Thank you.

THE COURT: Mr. Kuhn?

CROSS EXAMINATION

BY MR. KUHN:

Q May it please the court, Your Honor.

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KUHN - LEWIS (CROSS EXAMINATION)

Ms. Lewis, the Town was incorporated in 1983 and the LMO went into effect in 1987; is that correct?

A That's correct.
Q Okay. From '83 to '87, how was development within the Town controlled?
A I believe it was by the Beaufort County Development Standards Ordinance.
Q And from time to time, have you had the occasion to review that?
A Portions of the Development Standards Ordinance?
Q Yes.
A Yes.
Q And under that Development Standards Ordinance, if a development permit was issued for a project, don't the permits routinely say if there's going to be changes or alterations to the project, you have to come back and get another permit?
A Are you saying under the DSO?
Q Yes, ma'am.
A I'm not sure whether that's what the DSO says or not.

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KUHN - LEWIS (CROSS EXAMINATION)
Q If I can show you, and you may not able to answer this, Exhibit 77, Pages 1316 to 1317. I'll show you my copy. This is a plat of the property.
A Okay.

Q Here's the gas station. This is the Development Permit for the construction of the gas station.

A Okay.

Q Palmetto Bay Road here, Welcome Center here. Here is the boundary line. This diagram has drawn a double line here. It is, as it says here, a "6-inch concrete curb typical," so a 6-inch concrete curb is coming all the way around here.

A Okay.

Q This is the permit that was issued for the construction of this station. Now, we know now that there is now a curb-cut cut within the 6-inch concrete curb. Has the Town of Hilton Head ever given a permit for that curb-cut?

A Not that I could find in our records.

Q Would that require a permit?

A To make a change to the site, yes.

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Q To add a curb-cut?

A Yes.

Q If the roadway -- assume the station was built in 1984, the Certificate of Occupancy -- the Certificate of Occupancy was issued on June 1st, 1984, and the roadway came into existence sometime thereafter. It was initially done in gravel and then in 1999 was paved. This

would be several years after the LMO was in effect. Would the paving of this road require a permit?

A I don't know if I can say for sure that it would or would not have.

Q Doesn't that increase the impervious area?

A It does increase the impervious area. But there are also ways somebody could have requested that -- they could have done a study and shown that it wasn't going to make it more -- over the required impervious for the site. So that's why I can't say with any certainty that, yes or no, it would have required a permit.

Q Was such a study done?

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KUHN - LEWIS (CROSS EXAMINATION)

A I don't know. I can't find any -- I can't find anything related to that roadway in our microfilm records.

Q Well, if you wanted to pave a road, what would I have to do with regard to the Town in 1999 to get permission to do it?

A If you wanted to pave a roadway in 1999 --

Q Yes.

A -- you would go through our Development

Plan Review process.

Q And is there any record that that was done?

A For the road in question?

Q This roadway.

A No. there's not.

Q When you issued your August 8th, 2013 letter, it says, "This letter is in response" -- do you have it there? "This letter is in response to property your client owns at 2 Greenwood Drive, Beaufort County Tax Map 15, Parcel 198." And I'd like to show you an enlargement of the plat, Mr. Patterson's. Is this the property you're talking about in your

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letter?

A Yes.

Q This is an enlargement of Exhibit 74.

"A recent review of the adjacent use buffer on the north side of the subject property indicates that asphalt has been placed in this buffer to create an informal access between two adjoining properties." That's the roadway or the encroachment that's shown in red?

A That's correct.

Q And you refer to it as an "informal access." What did you mean by that?

A That it wasn't a formal road that met

all of our standards in terms of width and things like that.

Q And you say, "Please be advised that this asphalt access is in violation of the Town's Land Management Ordinance." What did you base that conclusion on?

A The fact that it was in violation?

Q Yes.

A I think that what's in my letter, that it -- at that point, it was in the buffer and didn't meet our standards for access.

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KUHN - LEWIS (CROSS EXAMINATION)

Q And the buffer you're talking about, the Town requires a 20-foot adjacent use buffer between commercial properties through which there can only be perpendicular access?

A At the time of this letter, that was correct. The LMO has since changed.

Q And you said it didn't meet the standards for an access. What do you mean by that when you say that?

A There are certain width requirements that would have to be met and also a certain distance between curb-cuts.

Q We talked about that a little bit earlier in this case, but do you know if traffic -- two-way traffic -- if this roadway

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can accommodate two-way traffic? Is it wide enough?

A I didn't measure it. Looking -- you know, just walking it yesterday, it appeared too narrow to meet the requirements of the LMO for two-way traffic.

Q And there are certain safety standards in place for roadways; is that correct?

A That's correct.

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KUHN - LEWIS (CROSS EXAMINATION)

Q And from your observation, this -- do you know if any engineer has ever looked at this road to determine if it meets any safety standards whatsoever?

A I don't have any way of knowing that.

Q Does this just look like someone went and poured asphalt on a dirt road?

MR. PATTERSON: Objection to the form there.

THE WITNESS: I can't answer that.

MR. PATTERSON: I object to the question. He's asking her to speculate.

MR. KUHN: She said she couldn't answer.

THE COURT: Yeah.

BY MR. KUHN:

Q And so when you say, "Additionally, this informal access way does not meet Town

standards for access," you're talking about -- that is what you're talking about?

A Yes. We have a variety of roadway access standards in the LMO, so I was referring to those.

Q And there's no -- no permit, no record,

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KUHN - LEWIS (CROSS EXAMINATION)

no nothing on file with the Town that this meets those standards?

A Not that I can find.

Q And are those safety standards? I mean, is that part of the function of those standards?

A That's part of it, yes.

Q You say, "Since the disturbance of the adjacent use buffer was never approved, nor could it be approved, the situation must be rectified."

I think we've already talked about the fact it never was approved, but what do you mean when it said, "nor could it be approved"?

A At the time that this letter was written, it couldn't be approved because a buffer was required, so . . .

Q This is the kind of situation where -- I guess Mr. Patterson asked you about this. Getting an after-the-fact permit, if I do

something and I should have gotten a permit, but if I had gone in to get the permit beforehand, I would have gotten it, sometimes you'll approve that because it's a permitable thing, I just

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KUHN - LEWIS (CROSS EXAMINATION)

didn't get my permit for whatever reason?

A Right.

Q This isn't that situation. This is something that if I had gone in to get it permitted, you would not have permitted it?

A In 2013?

Q Yes, ma'am.

A Yes. In 2013, had that been -- had somebody come to ask to put a roadway through in that area, through the buffer and not perpendicular through the buffer, we wouldn't have approved it. We may have advised somebody to get a variance, but I couldn't have approved it at the staff level.

Q And is that -- that requirement, is that in the 1998 LMO, is that where that's found?

A Yes.

Q We heard some testimony the LMO went into effect in 1987, amended pretty substantially in '98 and then amended pretty substantially about a year ago.

A In 2014, yeah. So what I'm quoting

right here in this August 2013 letter was from

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KUHN - LEWIS (CROSS EXAMINATION)

the 1998 LMO.

Q So if someone had gone in in 1999 when the testimony is that this access was paved, that's the same situation? The 20-foot access buffer was acquired in 1999 also.

A Yes, that's correct.

Q Then you say, "Please have the asphalt removed and a vegetative buffer re-established." You're talking about planting in the 20-foot buffer area?

A That's correct.

Q And what's the purpose of this vegetative buffer?

A To provide separation between two uses.

Q And then you attach a copy of -- there's an approved plant list that you can use for that?

A We have a native plant list that we send to people when they're planting buffers.

Q And then you said, "Should adjacent property owners who may be using access have concerns about the lack of connection, they may contact me and I will review their options with them." Did anybody -- other than what you've

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KUHN - LEWIS (CROSS EXAMINATION)

talked about, did anybody contact you to review their options?

A Other than Mr. Patterson contacting me --

Q Mr. Patterson's letter -- or email, rather.

A -- no.

Q Okay. And then you say, "To resolve this violation, please ensure the asphalt is removed and the vegetative buffer re-established no later than September 8th, 2013." So you gave them 30 days to comply?

A That's correct.

Q You sent this to the owner of the property on which the violation existed; is that correct?

A That's correct.

Q Why to the owner?

A I have -- when I met with Mr. Arundell, I told him I would to send it to him because -- or to the owner because it's on -- the violation is on their property. I can't have somebody that doesn't own the property do work -- I can't advise somebody else that

KUHN - LEWIS (CROSS EXAMINATION)

doesn't own the property to do work on somebody else's property.

Q So even if the people at the gas station had created the violation, as far as the Town is concerned it's the owner's responsibility to remove the violation?

A Yes. And I discussed that with Mr. Arundell, and he said that was fine because they would just take that letter to Enmark.

Q And it's between the owner and the person who caused the violation to straighten it out between themselves, I guess --

A Yes.

Q -- or pay for it, who's going to pay for it?

A Yes.

Q Would it be fair to say that your letter would have stood and stayed in effect, but for this email which is the next exhibit, 64?

A Yes.

Q In this email, in the third paragraph, it says, "My client believes this driveway was built prior to the incorporation of the Town in

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KUHN - LEWIS (CROSS EXAMINATION)

1983 and certainly prior to the passage of the

LMO in 1987. I have attached Plat Book 38, Page 53, dated February 11th, 1974, which shows the existence of this driveway."

Are those important facts upon which -- are those the facts that you and Mr. Alford discussed after receiving this email?

MR. ALFORD: Objection. That's an invasion into privilege.

MR. KUHN: I think it's been waived.

MR. ALFORD: I don't think so.

THE COURT: Let's see. What's the waiver?

MR. KUHN: She's testified to conversations with Mr. Alford.

MR. ALFORD: She testified as to what she did as a result of them, not what they were.

THE COURT: Yeah, I think so. I think the only testimony so far at least has been that she did rely on his counsel. That's not a waiver. Yeah, sustained.

BY MR. KUHN:

Q Okay. Were these facts that you

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considered to be important?

A Yes.

Q Why is that?

A Because the -- the date of February

11th, 1974, was before the Town incorporated and before the LMO was adopted.

Q Okay. We now know as truth and fact that that plat was actually from 1989 and that the road was not built prior to the incorporation of the Town in 1983. Were you aware that those facts were false at the time that this email was received by you?

A I was not.

Q If you had known those facts were false, would that have changed your course of action?

A I don't know.

Q We could look at your email, which is Exhibit 65. Mr. Patterson had asked you if you'd rescinded your letter of August 8th, 2013, and I think you said you did. And were you referring to this email when you said that, or did I misunderstand you?

A No. I believe that's correct.

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KUHN - LEWIS (CROSS EXAMINATION)

Q Okay. Well, what this email says is, and I think we need to go over it carefully, "I'm still working on my response, which then has to be approved by Greg." You're talking about Mr. Alford; is that correct?

A That's correct.

Q Okay. "Basically, though, Greg said that I was premature in sending that letter to you and that I should have advised that the issue of whether the access gets to stay or not needs to be settled by a court first before the Town takes a position." So you're simply repeating there what Mr. Alford had said; correct?

A Yes.

Q Okay. Then you apologize for the inconvenience this may have caused; correct?

A That's correct.

Q You say, "I should have discussed the issue with Greg prior to sending you the letter." And were you talking about the August 8th, 2013 letter?

A That's correct.

Q Okay. Then you say, "Once I have

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formalized a new response to you and have reviewed it to Greg, I will send a copy to you and to Russell Patterson. I'm not sure if this is something that can be appealed to the Board of Zoning Appeals. I'll find that out as well. Regards, Teri."

I don't see this, but do you interpret this to be a rescission of your letter? It simply says you're going to work on a new

response, you repeat what Mr. Alford has told you, and it says you'll be getting back to them once you have reviewed everything. There's nothing in here that says, "Ignore my letter, I'm rescinding my letter, forget about my letter"?

A There's nothing in this email that says that.

Q And then after this, you don't send any new -- you don't send another letter, do you?

A I don't.

Q There's no further decision, no further determination by you?

A There's no other letter that I sent.

Q If we look at Mr. Alford's letter,

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KUHN - LEWIS (CROSS EXAMINATION)

Exhibit 66, and you'll see in the second paragraph, he also is relying upon that plat, which it encloses, that has a handwritten February 11th, 1974 date on it. Do you see that?

A Yes.

Q Why is the fact that the violation existed before or after the LMO of any importance?

A Because if the roadway existed prior to the LMO, then it would be considered a legal

nonconformity and so could remain and could be maintained.

Q When you're talking about if the roadway existed, are we just talking about a dirt path, or are we talking about the paved road?

A Either.

Q Just assume for purposes of my question, of course, the Town was created in 1983, the gas station built in 1984. Thereafter, people began using this encroachment. It was dirt and gravel. In 1999 it was paved. In 2000 it was paved again, speed

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bumps were added, no permits ever applied for, no access approved by the Town. Does that violate the LMO?

A The subsequent paving may.

Q When you say "may," what do you mean may?

A May violate the LMO. Back -- I think the problem is, is we're dealing with two LMOs. I have the LMO based -- upon which I wrote the letter in 2013 and then the LMO that was adopted in 2014 which eliminates the buffer between properties of similar use.

Q Let's say the paving was done in 1999, so we're talking about the LMO in 1999 that was

in effect then; correct?

A Yes.

Q And then we had another paving done in 2005 or '06, I'm not sure on the date, so whatever LMO was in effect then would apply; right?

A Yes.

Q So when I'm talking about violating the LMO, I'm talking about violations at the time those actions were done?

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PATTERSON - LEWIS (REDIRECT EXAMINATION)

A Yes. If it was a dirt road prior to 1999, and if in 1999 and 2000, it was -- well, at least 1999 it was paved, it would be in violation of the LMO that was in effect at that time.

MR. KUHN: Thank you. That's all the questions I have.

REDIRECT EXAMINATION

BY MR. PATTERSON:

Q Just a couple of questions, Ms. Lewis. The LMO currently today, I think you testified, eliminated the 20-foot buffer?

A Not everywhere, but between certain uses it eliminates the buffer.

Q How about as it relates to this, these particular two buildings, the service station

and the plaintiff's property?

A Yes.

Q All right. And so now that there is no 20-foot buffer requirement, could Enmark come to the Town and apply for an after-the-fact permit since that prohibition is now gone?

A They could apply for the permit, yes.

Q Okay. And as far as you know, if they

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met all the requirements, it's physically possible that it could be granted, if they paid the fees and did whatever else they needed to do?

A And met all the requirements. If they met all the requirements, then yes.

Q Okay. And that could be one of the options in you using your discretion for this violation we have today, if it is a violation?

A Yes.

Q And you were asked repeatedly if the roadway was paved in 1999 I believe it is. You don't know when the roadway was first paved, do you?

A I don't.

Q And you weren't here when Ms. Means testified that it was paved by Chevron prior to 1999, were you?

MR. KUHN: I object to that. Unfair

characterization of her testimony.

THE WITNESS: No.

BY MR. PATTERSON:

Q Just briefly about the letters that you received. Exhibit 64 that I sent you, I

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PATTERSON - LEWIS (REDIRECT EXAMINATION)

understand that the date on the plat we've talked about at 38-53 I made a mistake on, but the -- it appears -- have you reached a conclusion separate and apart from what I told you, that this roadway was in fact in existence prior to the LMO in 1987?

A I have not reached any conclusions about the roadway.

Q All right. And does this also state at the beginning, "As we discussed, my client believes," which does not make it as a statement of fact. It's just that's what they believe. Do you see that?

A Yeah, right --

Q We're looking at different letters -- no, we're not. "As we discussed, my client believes."

A Right. Okay.

Q Does that indicate that it's an opinion, not a statement of fact?

A Yes.

Q And where I'm saying that the roadway has been in existence for over 30 years, are you aware that Mr. John Wilson and others have

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PATTERSON - LEWIS (REDIRECT EXAMINATION)

confirmed it's been in existence for over 30 years?

A I haven't spoken to that person, but I know I have heard, from other meetings I've been in, that people have said it's been there --

MR. KUHN: And I'll object to that as hearsay.

THE WITNESS: -- for 30 years.

THE COURT: It is. That's sustained.

BY MR. PATTERSON:

Q Okay. And in connection with Exhibit 65, your email, did you -- in addition to information I provided, did you have the occasion to look at GIS aerial photographs?

A Yes.

Q All right. And based upon the information that you obtained from those photographs and other sources, did you take that into consideration in issuing Exhibit 65?

A I don't know for sure.

Q Now, there's been a good deal of talk about your letter of Exhibit 63 and whether that was a determination. And there are certain time periods that an aggrieved party has to appeal

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PATTERSON - LEWIS (REDIRECT EXAMINATION)

from a determination?

A That's correct.

Q And that's 14 days?

A That's correct.

Q And would you agree with me that the party causing the violation, if there was a violation, is really Enmark, not Mr. -- not the plaintiff that owned the property?

A No, because, like I said earlier, I can't require somebody to do something on somebody else's property.

Q No, I didn't ask you why you sent the letter somewhere. I'm saying, who was the entity responsible for the violation? Who was using the roadway?

A I -- I mean, I am going to assume it's customers of Enmark.

Q Okay. So it's Enmark is the one that's got the roadway and doing something that's a problem with the LMO; right? Mr. Arundell didn't say his client was using the roadway, did he?

A No, he didn't.

Q Okay. He said Enmark was using it;

PATTERSON - LEWIS (REDIRECT EXAMINATION)

right?

A Yes.

Q Okay. And if you'll look at -- the letter was sent to Mr. Arundell; right?

A Yes.

Q And if you look on Exhibit 83, Section 16-8-105 of the current -- and I say "current" -- then current LMO under Section C, does that provide that the notice of violation should be delivered to the person responsible for the violation?

A Yes.

Q And that should have been Enmark, correct, because they're the one that caused the violation?

MR. KUHN: I would object to leading.

THE COURT: I have to remember whose witness this is. Yeah, that's leading.

BY MR. PATTERSON:

Q Did the Town deliver to Enmark a notice of the violation?

A No.

Q And then on Paragraph 3 of that, it also says, in addition to delivering the notice,

they must mail the notice to the record owner of the land subject to the violation, or other person responsible for the violation?

A It says that, correct.

Q And that also would be Enmark?

A The person responsible for the violation?

Q Yes.

A Yes.

Q And Enmark never received a hand-delivered copy of the notice of violation or one in the mail, did they?

A That's correct.

Q And there's no way they could appeal something that they never received under these procedures, could they, if they never got a copy in the way the LMO required?

A They couldn't have appealed something that they did not receive, right.

Q And in fact, if you go back to the email that I sent you, Exhibit 65 -- it's Exhibit 64, excuse me, in the second -- I guess the third sentence in the first paragraph, it says, "I just received your letter today from

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Mr. Arundell." Do you see that?

A I do.

Q And that's dated August 26th, 2013?
A Yes.
Q And that's more than 14 days after the August 8th, 2013 letter was written?
A Yes.
Q So that would be after the time period for an appeal to be filed?
A Yes.
Q And that's the only indication of when Enmark received it, even though we didn't receive it pursuant to the LMO?
A Yes.
Q So it's too late for Enmark to appeal Exhibit 63 under the terms of the LMO, isn't it, because 14 days have passed?
A Yes.
MR. PATTERSON: I don't have any other questions.

RECROSS EXAMINATION

BY MR. ALFORD:

Q Ms. Lewis, as you sit here today, has anybody proven to you a manner that you'd be

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comfortable making them do something or not do something, has anyone proven to you when that road got paved?
A No.
MR. KUHN: I object to that.

THE COURT: What's the objection?

MR. KUHN: What's the relevance of what somebody has proven to a witness?

THE COURT: Well, also, she hasn't been here to hear the testimony. But based on that, she can still answer a question, but I'm aware of what she's heard and not heard because I've been sitting here the whole time, so I don't know --

MR. ALFORD: If I may, Your Honor, it's important because we're sitting here being sued for a mandamus, do something, take an act, make somebody do something. It would be irresponsible to make someone do something based on someone saying, "Well, it's X," and then that other person says, "It's Y," and you don't know and it hasn't been proven to you.

THE COURT: Well, I think your

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question, though, assumes this witness has heard the testimony, but so far as I know, she's only heard her own testimony.

MR. ALFORD: No, sir. With due respect, that one side of the table tells you there is a violation.

The other side of the table says, "No,

there's been no violation. It was that way before your authority to govern us came into place. Ergo, it's grandfathered as a legal nonconformity."

If you want -- if they want a mandamus from us, if they want her to act, you know, in that manner, prove to us when it was paved.

And that's what I'm trying to ask her. She's the LMO Official.

Would you like me to reask the question?

THE COURT: I mean, you're welcome to ask the question. But I think the answer is, what has she heard today? What she's heard is questions.

MR. ALFORD: Well, maybe I asked it

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incorrectly then. I'm sorry, let me ask it again then.

BY MR. ALFORD:

Q Ms. Lewis, as you sit here today, this thing has been hanging around since 2013; is that right?

A This issue?

Q Yes, ma'am.

A Yes.

Q Almost at a year -- I mean almost at --

in August it will be three years; right?

A Yes.

Q Okay. Has anyone during that entire period of time proven to you with such strength that you're willing to make someone spend money or alter their property or affect their legal rights, has anyone proven to you one way or the other how long that encroachment has, A, been in existence and, B, been paved?

A No.

MR. ALFORD: Thank you.

MR. PATTERSON: No questions.

THE COURT: Anything else, Mr. Kuhn?

MR. KUHN: Yes, Your Honor, just a few.

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KUHN - LEWIS (RECROSS EXAMINATION)

RECROSS EXAMINATION

BY MR. KUHN:

Q Ms. Lewis, Mr. Patterson was asking you that if under the current ordinance, since a 20-foot vegetative buffer is no longer there, if someone came to you and applied for a permit now, would they get a permit, and your answer was yes, if they satisfied all the requirements; is that sort of a fair summary?

A Yes, that's correct.

Q Okay. One of those requirements, as far as this particular piece would go, would be

to get the approval of the owner to do that work on his land, would it not?

A That's correct.

Q Okay. So I can't just go apply for a permit and do work on someone else's land without their permission?

A You can apply for the permit. We're not going to --

Q But you're going to deny it --

A -- we're not going to issue it without the owner's permission.

Q So that's a requirement.

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KUHN - LEWIS (RECROSS EXAMINATION)

And are you aware if the Sea Pines Architectural Review Board has approval authority over any alterations, improvements or changes that take place where this roadway is located?

A I think they may in that area, but I'm not positive, and I don't know whether they concern themselves with horizontal work or if it's only, you know, work on buildings and things like that, but I can't say for sure whether their authority extends to those properties.

Q Let me assume for the purpose of my question that it does, that there are covenants that apply to this.

A Okay.
Q In order for that permit to be issued by the Town now, would you require the Sea Pines Architectural Review Board also have that permission in place, is that something you require?
A We don't require it to be in place. We require that if there is an ARB, that they take action. But they could approve it or deny it,

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and that doesn't mean that the Town is bound by their approval or denial.
Q If they deny it, what effect does that have on your permit?
A I don't know. We haven't been in that situation before.
Q It would make no sense to get a permit if you can't get the ARB to approve it, and vice versa; correct?
A Yes.
Q You've got to have both; fair to say?
A I can't -- I'm not comfortable saying that we wouldn't approve it based on what Sea Pines did or didn't do. They have to take action. That's what they're required to do.
Q And I see in the permit file here, there are letters going way back to stuff that

was done before from the Sea Pines ARB approving certain changes. Is that something you normally keep in your files, when an ARB does have jurisdiction?

A Yes.

Q And in this particular case, this easement goes from the -- or alleged easement,

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KUHN - LEWIS (RECROSS EXAMINATION)

encroachment, goes from the Chevron gas station, or it's now the Enmark gas station, across Mr. Viswanathan's property. But before it ends up on any public way, it goes across other people's property.

Would the Town require, before this could be used as ingress and egress, that permission be gotten from these other owners that are affected by that?

A Yes.

MR. KUHN: Thank you. That's all the questions I have.

MR. PATTERSON: No questions, Your Honor.

THE COURT: Mr. Alford?

MR. ALFORD: Nothing further. Thank you.

THE COURT: Thank you so much.

MR. PATTERSON: Thank you.

THE COURT: How many witnesses do we

have left?

MR. PATTERSON: One very short one and the defense would rest. We probably could take a short break.

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PATTERSON - DEMERY (DIRECT EXAMINATION)

THE COURT: Why don't we wander around for five minutes and finish up.

(Whereupon, a break was taken.)

THE COURT: Back on the record.

Robert Houstoun Demery, III, having been produced and first duly sworn as a witness, testified as follows:

DIRECT EXAMINATION

BY MR. PATTERSON:

Q Can you give us your full name, sir?

A Robert Houstoun Demery, III.

Q Mr. Demery, what do you do for a living?

A I am the vice president of Enmark Stations, Incorporated.

Q And what is Enmark Stations, Incorporated? What does that business do?

A We are in the convenience business, selling gasoline and convenience type items.

Q And your company owns the Enmark service station that's on Pope Avenue that's

using the roadway?

A That is correct.

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PATTERSON - DEMERY (DIRECT EXAMINATION)

Q And is Enmark a part of the Colonial Group?

A That is correct.

Q And when did you first start working with the Colonial Group?

A Gosh, I can't recall exact dates. Probably 2000 -- mid 2000.

Q And what did you first start doing for them?

A I started in a management trainee position.

Q All right. And then what did you do?

A Then I was moved into a management position running a small lubricant business.

Q That's part of -- part of what the Colonial Group does in addition to selling gasoline?

A Correct.

Q And then after that, what did you do?

A I moved over to Georgia kaolin as a project manager.

Q Can you spell kaolin, please.

A K-A-O-L-I-N.

Q And what is that?

PATTERSON - DEMERY (DIRECT EXAMINATION)

A It's a -- basically, a clay that is mined out of -- well, here locally, out of middle Georgia, and it's used in the paper processing. Like the white sheen that you get on paper comes from that, kaolin clay.

Q And did y'all ship that out of a port out of Savannah?

A It would have been shipped through our terminal in Savannah.

Q Okay. How long did you work with that product?

A I was involved with the kaolin business for a couple of years, maybe slightly over two years or something in that ballpark.

Q And then you moved over to the Enmark stations with the service stations?

A That is correct.

Q And about when was that?

A That was probably around 2012.

Q Okay. And what position did you first have with Enmark?

A Assistant vice president.

Q And then how long before you became the head man?

PATTERSON - DEMERY (DIRECT EXAMINATION)

A Well, probably six, eight months, something like that.

Q Okay. And prior to March of 2012, did you have any involvement with the Enmark or service station part of the Colonial Group?

A I was a customer.

Q Okay. And about how many stations does Enmark have?

A Right around 60.

Q And that's Georgia, South Carolina and North Carolina?

A Correct.

Q And about how many do they have in Beaufort and Jasper?

A In Beaufort and Jasper, I don't know, a handful.

Q Okay. And as the vice president and general manager, are you basically responsible for everything that happens with the service stations, ultimately?

A That is correct.

Q Okay. Since you only started working with Enmark in 2012, did you ever have any discussions with the prior owner of the station,

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PATTERSON - DEMERY (DIRECT EXAMINATION)

Mr. Ballenger, Ms. Alice Means or anyone else?

A No.
Q And as far as the roadway, do you have any personal knowledge as to how long it's been in existence?
A You know, I'm pretty loyal to Enmark, so I do believe I used it probably shortly after we closed on it.
Q Okay. And in looking at the deed from ASA and Ms. Means, that looks like in March of 2009?
A I'll take your word for it, yeah.
Q Okay. Did you have the occasion to use the Enmark station that we're talking about today after March of 2009 when it was an Enmark?
A Possibly, yes.
Q All right. And why were you in the Hilton Head area?
A I would come over on business related stuff, seminars, as well as personal, you know, vacations, the golf tournament.
Q All right. And when you came to Hilton Head on those occasions, where did you stay?
A Most likely, Sea Pines.

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PATTERSON - DEMERY (DIRECT EXAMINATION)
Q All right. And do you recall using the Enmark station on Hilton Head during those times?

A Yes.
Q And do you recall using the roadway?
A Yes.
Q And was it fairly in the same location as it is today?
A Yes.
Q Was it paved?
A Yes.
Q Was anyone else using the roadway?
A Yes.
Q Do you know who those people were?
A Customers of Enmark, general traffic.
Q Okay. Since you've been involved with Enmark, did you ever seek the permission of the adjoining property owner, the plaintiff or anyone else for Enmark or its patrons to use the roadway?
A No.
Q Did you ever obtain permission from the adjoining property owner to use the roadway?
A No.

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PATTERSON - DEMERY (DIRECT EXAMINATION)
Q To your knowledge, has Enmark made any improvements to the roadway since they acquired it in 2009?
A Perhaps. That would have fallen under Glen Jackson. He's, you know, generally out there trying to maintain the roads and, you

know, various things at the stores.

Q Okay. But you don't have any specific information as to what he may have done?

A No.

Q All right. There's been some testimony when Enmark purchased this station from Ms. Means and ASA of a price reduction. Were you involved with the acquisition of this station?

A I was not.

Q Do you know anything about any price reduction?

A I do not.

Q Why is the roadway important to Enmark?

A Well, we're in the convenience business, and access is generally a big part of that convenience, our customers being able to get to the store with relative ease. Getting in

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and out and having additional access is very important to our business.

Q All right. And is the access you have on Palmetto Bay Road, is that a congested area near the Traffic Circle?

A During certain times of the day, yes.

Q And would it be easy or safe for drivers to exit and turn left and leave the

island from your station on certain times of the day?

A On certain times of the day, it would not be as safe, no.

Q At certain times of the day, would it be virtually impossible to turn left?

A It can be pretty tough to turn left, yes.

Q Because that's four lanes of traffic?

A Yes.

Q And there's no light at that intersection?

A Yes.

Q Can a car using the roadway access a traffic light near the Publix shopping center?

A Using that roadway that we're here for,

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yes, or Traffic Circle, I should say.

Q And based on your personal knowledge and experience, the roadway has been in existence at least since after the Enmark built a station there in 2009?

A Yes.

Q What is the basis that Enmark asserts it has rights to use the roadway?

A Prescriptive.

Q Okay. And did it at one point rely on certain recorded easements?

A Not that I'm aware of.

Q Okay. And since Enmark has operated the station, to your knowledge, have they used it as if they had legal rights to use it?

MR. KUHN: I object to that as leading.

THE COURT: That does call for a yes or a no, so, yeah, if you could restructure the question.

BY MR. PATTERSON:

Q Describe for me the use of the roadway since Enmark purchased it in 2009, to the best of your knowledge.

A It's been used as additional access for

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circulation through the back side of the lot. I don't know what I'm missing on.

Q Okay. And prior to right before this lawsuit, had anyone objected to that use, to your knowledge?

A No.

Q And had the Town of Hilton Head ever notified you of any violations of the LMO prior to Ms. Lewis' letter in 2013 right before the lawsuit -- or right after this lawsuit, Exhibit 63? Here it is right here. Were you aware if the Town believed you had any violations prior to Exhibit 63?

A Well, that's not addressed to Enmark, so . . .

Q Okay. Did eventually that get forwarded to my office when I represented you?

A Yes.

Q Okay. But prior to whenever we received Exhibit 63, had the Town ever notified Enmark that there were any violations?

A No.

Q What was the answer?

A No.

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THE COURT - DEMERY (CROSS EXAMINATION)

MR. PATTERSON: I don't have any other questions. You can answer any counsel may have.

MR. ALFORD: I have no questions.

CROSS EXAMINATION

BY MR. KUHN:

Q The Enmark gas station has direct access onto Palmetto Bay Road, which is a major public thoroughfare; correct?

A Yes.

Q And you're aware you can't just drive across your neighbor's property just because it's on pavement?

A Yes.

MR. KUHN: That's all I have.

MR. PATTERSON: No other questions,

Your Honor.

CROSS EXAMINATION

BY THE COURT:

Q I'm curious about this. Ms. Means earlier, I think you were in here, testified that as a result of the road, the general public would cross the gas station and head on toward the Traffic Circle -- or, I'm sorry, as a way of

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bypassing the Traffic Circle, and I think she described that as a nuisance. Do you find that the general public uses crossing the gas station and this road to get to other places?

A I would say yes. I may disagree that it's a nuisance. In our business, traffic's a good thing. We want customers on our lot, as I'm sure, you know, the folks at the steakhouse and everybody else, they want that access, they want the traffic. They're hoping that the people will stop and shop with them.

But from what I have seen, I haven't seen, you know, intense kind of traffic. There's probably a trickle of traffic coming through. It's not like I-16 out there.

THE COURT: Any questions responsive to my question?

MR. PATTERSON: No, sir.

MR. KUHN: No.

THE COURT: I don't have anything else. Thank you so much.

MR. PATTERSON: Thank you, sir. You can move over out of the hot seat into this seat.

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Your Honor, Enmark rests its case.

MR. ALFORD: Your Honor, the Town rests.

THE COURT: Okay. We've got a couple of choices. We can certainly take up any motions that might need to be taken up. We can hear closings, if you'd like to do it on the record. I can give you a certain amount of time to do post-trial briefs in lieu of closings. I will let y'all decide how you want to do it. Sometimes post-trial briefs can give you the opportunity to sort of get your thoughts together on what we heard, heard altogether, but I'm happy to do it any way y'all want to do it.

MR. ALFORD: I'm a fan of waiving any closing statements.

THE COURT: Okay.

MR. PATTERSON: That's fine with me, Your Honor. I've already submitted a pretrial brief. And frankly, nothing in the trial is really any different than what I

assumed it would be, but I'll -- I'm happy to do a post-trial brief, touch base on any new issues that came up.

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THE COURT: What do you want to do, Mr. Kuhn? That's entirely up to you.

MR. KUHN: I'm thinking out loud as much as anything, Your Honor. I never want to pass up the opportunity to talk, but we have covered a lot of ground. And there's a lot of things that are in -- of information that is in the exhibits that we haven't even touched on, such as efforts by predecessors in title to get access prior to this on other occasions through the rear and being unsuccessful. And I'm thinking it might be more meaningful to organize that in a post trial brief with those documents attached so you can see it as opposed to me talking about it.

What would be most helpful to you? Would it be better to have it in writing or to hear me? I'll defer to you.

THE COURT: I think most helpful to me would be post-trial briefs, because a lot of what you might tell me right now may not be all-inconclusive. I mean, we've heard a lot of testimony today. If you launch into

25 things that are in this book that nobody's

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even talked about, I'm going to say I don't know what you're talking about, because I've looked through it, but I certainly haven't reviewed every document that we haven't been over.

MR. KUHN: Well, I would like to submit a post trial brief, in any event.

THE COURT: All right. Why don't we do just post-trial briefs in lieu of closing, if that suits everybody. And then the question becomes, how long do you need to put them together?

MR. KUHN: Nine o'clock.

MR. PATTERSON: I've already done mine. I'm going to be gone next week to Hunting Island or what's left of Hunting Island. So maybe -- I would like to have a total of three weeks from today.

THE COURT: Sure. I wasn't going to say next week. So three weeks.

Mr. Kuhn, does that work?

MR. KUHN: Sounds good, Your Honor, with leave to come back and ask for more if we need it.

THE COURT: Sure. Just ask, everybody.

843.341.5544 (C)843.338.6388 (F)843.341.3145
TheresaSaxon@Hargray.Com

Mr. Alford, will you be submitting anything? If so, just make it in the three weeks with everybody else.

MR. ALFORD: Roger that, Your Honor. Thank you.

THE COURT: All right. So that will conclude the testimony.

I understand that there are certain issues we're leaving open with regard to attorney's fees that Mr. Kuhn asked for that we'll leave open, based on rulings. I think that's the way we left it.

I think, Mr. Kuhn -- maybe it's already done. You were getting copies of one set of something that's going in this book. Mr. Patterson, you were getting something else that's going in there.

MR. PATTERSON: I put the LMO sections we were missing in the book.

THE COURT: Okay.

MR. PATTERSON: And you were going to read the deposition of Mr. Middleton.

THE COURT: Right. I am, but I'm going to put it all together, though.

Is there anything else for this record

Theresa D. Saxon
6 Eagle Claw Drive, Hilton Head, SC 29926
843.341.5544 (C)843.338.6388 (F)843.341.3145
TheresaSaxon@Hargray.Com

today?

MR. PATTERSON: Nothing from the defendant, Enmark, Your Honor.

MR. KUHN: Nothing.

THE COURT: All right. That will conclude today, then. Thank you so much.

(Whereupon, the hearing was adjourned at 4:26 p.m.)

Theresa D. Saxon
6 Eagle Claw Drive, Hilton Head, SC 29926
843.341.5544 (C)843.338.6388 (F)843.341.3145
TheresaSaxon@Hargray.Com

C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

BEAUFORT COUNTY:

I, Theresa D. Saxon, Court Reporter and Notary Public in and for the above county and state, do hereby certify that this is a true and correct transcript of the proceedings in this matter at the time and place herein-before set forth.

I am not of counsel to any of the parties, nor interested in the event of this cause.

Theresa D. Saxon

Theresa D. Saxon
6 Eagle Claw Drive, Hilton Head, SC 29926
843.341.5544 (C)843.338.6388 (F)843.341.3145
TheresaSaxon@Hargray.Com
♀

218/1962 3/12/74

HCW

Form No. 119—QUIT-CLAIM DEED
234567890

THE STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

To All Whom These Presents May Come:

218 p 1962
R: 3/14/74

WHEREAS: the undersigned Grantor, Charles E. Fraser, by that ~~deed dated~~ certain instrument dated November 8, 1960, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 104 at Page 273, did convey certain property to Palmetto Electric Cooperative, Inc., which said deed restricted the use of the within property to purposes of electric substation installations unless alternative use is approved in writing by Grantor in an instrument filed for record and which said instrument also provided a 100 foot setback line from Palmetto Bay Road or other roads bordering the property described in the within referred to deed; and

WHEREAS: it is now the intention of the Grantor herein to allow alternative use of the certain area of the property described in the above referred to deed recorded in Book 104 at Page 273 and also to remove the 100 foot setback provisions of said deed; and

WHEREAS: Charles E. Fraser sends greetings:

NOW, KNOW ALL MEN BY THESE PRESENTS, That I, the said CHARLES E. FRASER

in consideration of the premises and also in consideration of the sum of TEN AND NO/100 ($10.00) dollars to me in hand paid at and before the sealing and delivery of these presents by CHEVRON OIL COMPANY, a California Corporation,

(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 CHEVRON OIL COMPANY, a California Corporation, the restriction contained in that certain deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 104 at Page 273 dated November 8, 1960, concerning the restriction and limitation that the within described property be used only for purposes of electric substation installations and further conveys unto the said Grantee herein a removal of any right of Grantor or restriction contained in the within referred to deed restricting the use of the herein described real estate against the construction of any buildings within 100 feet of the road right-of-way adjacent to the lot described in the instrument recorded in Deed Book 104 at Page 273 of the records of Beaufort County, South Carolina, the said property upon which the within restrictions are removed is described as being a 0.65 acre tract on a plat prepared for Chevron Oil Company based upon a plat by Emilius and Associates, dated August 13, 1973, and last revised on December 6, 1973, said plat prepared by Forrest F. Baughman, R.L.S., and dated February 11, 1974, said plat being recorded in the Office of the Clerk of Court of Beaufort County, South Carolina, in Plat Book 22 at Page 47.

It is the intention of this instrument release, quit-claim, grant, bargain, sell and release unto Chevron Oil Company those restrictions for the above described 0.65 acre tract of land contained in the deed by the Grantor herein to Palmetto Electric Co-operative, Inc., said deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 104 at Page 273.

EDH

EXHIBIT 1 (4Y-7)

000654

CC0183

06/26/2013 13:28 BEAUFORT CO ROD

1963

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 ----CHEVRON OIL COMPANY, its Successors

~~xxxx~~ and assigns, forever—so that neither I, the said CHARLES E. FRASER

nor my heirs, nor any other person or persons, claiming under me 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 my hand and seal this 12th day of March, in the year of our Lord one thousand nine hundred and seventy-four and in the one hundred and ninety eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

(1) Phyllis J. Harvey

(2) Gary Phillips

Charles E Fraser (L. S.)
CHARLES E. FRASER

_____ (L. S.)

EDH

000655

CC0184

06/26/2013 13:29 BEAUFORT CO ROD

1964

THE STATE OF SOUTH CAROLINA,

BEAUFORT County.

PERSONALLY appeared before me (1) Phyllis T. Thorpe

and made oath that She saw the within named CHARLES E. FRASER

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

Deed; and that She with (2) SHARRY PHILLIPS

witnessed the execution thereof.

SWORN to before me, this 12

day of MARCH A. D. 1974.

(SEAL) (3) Janice L. Thompson

Notary Public, State of South Carolina

My Commission Expires: My Commission Expires: [illegible]

(4) Phyllis T. Thorpe

THE STATE OF SOUTH CAROLINA,

BEAUFORT County.

RENUNCIATION OF DOWER.

I, ~~(5) Miss [illegible]~~ JANice L. Thompson

do hereby certify unto all whom it may concern, that Mrs. (9) Mary Wilman Stone Fraser

the wife of the within named CHARLES E. FRASER

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 CHEVRON OIL COMPANY, its successors

~~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 12th

March Anno Domini, 19 74

(11) Janice L. Thompson (SEAL) (12) Mary Wilman Stone Fraser

Notary Public, State of South Carolina

My Commission Expires: Oct. 19, 1983

000656

CC0185

06/26/2013 13:29 BEAUFORT CO ROD

DDS&D:PA HLN

State of South Carolina,

CHARLES E. FRASER

To

CHEVRON OIL COMPANY

1965

QUIT-CLAIM DEED

Filed 14th day

of March A. D. 19 74

at 4:30 o'clock P M.,

and recorded in Book 218

Page 1962 Fee, $ 3.75

Anita B. Nettles

R. M. C. or Clerk Court C. P. & G. S.

Beaufort County. S. C.

Recorded this day

of 19

in Book Page

Fee, $

Auditor County, S. C.

000657

CC0186

06/26/2013 13:30 BEAUFORT CO ROD

218/1959

1959

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that SEA PINES PLANTATION COMPANY, a South Carolina Corporation, in the state aforesaid, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations to it paid by CHEVRON OIL COMPANY, a California Corporation, whose address is P. O. Box 1446, Louisville, Kentucky 40201, in the state aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CHEVRON OIL COMPANY, its successors and assigns, all its rights, title and interest in and to all that piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly described as follows:

Revenue Stamps
Collected
$126.50
Beaufort County, S. C.

THAT 3.65 Acre Tract as shown on a plat entitled "Chevron Oil Company" prepared by Forrest F. Baughman, R.L.S., and dated February 11, 1974, said plat being based upon a plat by Amilius & Associates dated August 13, 1973, and last revised on December 6, 1973. The plat prepared by Forrest F. Baughman and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at Page 47. For a more detailed description as to courses, metes, bounds, distances and location, reference to said plat of record is craved.

SAVE AND EXCEPTING a certain 20 foot sewage easement along the generally southern portion of the property, which said 20 foot easement passes from Palmetto Bay Road generally Westward as shown on a plat dated February 11, 1974, prepared by Forrest F. Baughman, R.L.S., entitled "Chevron Oil Company" said plat being based upon a plat prepared by Amilius & Associates dated August 13, 1973, and last revised on December 6, 1973, said plat prepared by Forrest F. Baughman, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 22 at Page 47. Nothing herein contained shall prevent the Grantee, its heirs or assions, from fully utilizing the portion of the property over which the said 20 foot sewage easement passes, said utilization to include but not be limited to surfacing over said easement, constructing buildings over said easement, using the ground above said easement for the passage of automobiles, trucks or other vehicular traffic.

Grantee shall have the right and privilege to connect onto any sewer line constructed or installed within said sewage easement.



LAW OFFICES OF
H. DOWLING, DOWLING, SANDERS & DUKES, P.A.
BEAUFORT, S. C.

EDH

01/04/2013 11:07 BEAUFORT CO ROD

000658

EXHIBIT 02

Grantor also grants, bargains, sells and releases unto Grantee an easement to use the .16 acre nitrification field shown on said plat for septic tank drain field purposes until such time as public sewerage is available at the Property.

Said Property is conveyed subject to the rights, restrictions, affirmative obligations, conditions, etc., which are covenants running with certain ~~commercial~~ lands of Sea Pines Plantation Company, all as contained in the Declaration of the Sea Pines Plantation Company recorded in Book 208 and Page 1954, in the Office of the Clerk of Court for Beaufort County, South Carolina, and hereby made applicable to the Property conveyed by this deed;

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 said premises before mentioned unto the said CHEVRON OIL COMPANY, its successors and assigns forever, subject however, to the rights, restrictions, conditions, etc., which constitute covenants running with the premises, all as set out or referred to and made applicable above.

AND SEA PINES PLANTATION COMPANY does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said CHEVRON OIL COMPANY, its successors and assigns, against itself, its successors and assigns and any other person whomsoever lawfully claiming or to claim the same, or any part thereof, subject however, as aforesaid.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY has caused these presents to be executed in its name this 12th day of March, in the year of our Lord One Thousand Nine Hundred and Seventy-Four and in

LAW OFFICES OF
DOWLING, DOWLING
HANDERS & DUKES, P.A.
BEAUFORT, S. C.

EDH

01/04/2013 11:07 BEAUFORT CO ROD

Enmark

the One Hundred and Ninety-Eighth year of the Sovereignty and Independence of the United States of America.

WITNESS:

SEA PINES PLANTATION COMPANY

Phyllis S. Horry

By: Charles E Fraser
Its President

Muriel Fairey

Attest: Barry Phillips
Its Asst Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PROBATE

PERSONALLY appeared before me Phyllis S. Horry and made oath that she saw the within named SEA PINES PLANTATION COMPANY by Charles E Fraser, its President, and Barry Phillips, its Asst. Secretary, sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that she with Muriel Fairey witnessed the execution thereof.

Phyllis S. Horry

SWORN to before me, this
12 day of March, 1974.

Muriel Fairey (SEAL)
Notary Public for South Carolina
My Commission Expires: [illegible]

FILED AT 4:30 P.M. BEAUFORT COUNTY S. C. MAR 14 1974 RECORDED IN BOOK 312 PAGE 1959
Anita S. Rowell
CLERK OF COURT OF COMMON PLEAS

- Page Three -

LAW OFFICES OF DOWLING, DOWLING, SANDERS & DUKES, P.A. BEAUFORT, S. C.

EDH

01/04/2013 11:07 BEAUFORT CO ROD

Remark

451 p.549

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

REVENUE STAMPS COLLECTED
STATE 1410.50 COUNTY 596.75
BEAUFORT COUNTY, SC

WILSON & COLTRANE, P.A.
P.O. Box 21868
1000 Main Street
Hilton Head Island, South Carolina 29925-1C

549

3129 KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned Grantor, CHEVRON U.S.A. INC., a Pennsylvania corporation, whose mailing address is P. O. Box 1706, Atlanta, Georgia 30301, in consideration of the sum of ten dollars ($10.00), in hand paid by ASA, INC., whose mailing address is 3 Palmetto Bay Road, Hilton Head Island, South Carolina 29928 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee all that tract or parcel of land situated in Beaufort County, State of South Carolina, also known as Facility No. 50172, more particularly described in Schedule A attached and incorporated by this reference, together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto said Grantee, its successors and assigns, forever. And the said CHEVRON U.S.A. INC. does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said premises unto said Grantee, its successors and assigns, against said Grantor and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part of it, except as to easements and restrictions whether of record or not, zoning and building regulations applicable to said property, any state of facts that might be shown by an accurate survey of the property, and any roads and ways over and across said property and those matters set forth in Schedule A.

Real Estate Transfer Fee Collected $ 1255.25

Further subject to that certain easement of even date herewith by and between Grantor and Grantee and recorded simultaneously herewith relating to, among other things, environmental assessment and remedial work to be performed by Grantor on the property.

All taxes for the current year have been prorated as of date of delivery of this deed.

IN WITNESS WHEREOF, the said CHEVRON U.S.A. INC., a Pennsylvania corporation, has caused these presents to be executed by its Assistant Secretary, duly authorized, who affixed its corporate seal, being duly authorized, on this the 23rd day of August, 1993.

WITNESSES:
Teresa Lambert
Phyllis Grau

CHEVRON U.S.A. INC.

By: Theodore E. Henn
Theodore E. Henn
Assistant Secretary

STATE OF GEORGIA
COUNTY OF COBB

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Subdiv.	Parcel	Block
550	15		206	

The foregoing instrument was acknowledged before me this 23rd day of August, 1993, by Theodore E. Henn as Assistant Secretary of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation.

Lori E. Whatley
Notary Public

This instrument prepared by:
BRUCE G. BUHLER
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301

000661

EXHIBIT 2

08-25-1993 12:48PM FROM Wilson and Coltrane TO 14049843888 P.03

STATE OF Georgia)
COUNTY OF Cobb)

PROBATE

550

PERSONALLY appeared before me the undersigned witness, who under oath says that s/he saw the within named Chevron U.S.A., Inc. by its officer sign and seal the within deed, and as its act and dead, deliver the same, and that s/he with the other witness witnessed the execution thereof.

Phyllis Gina
Witness / Phyllis Gina

SWORN to before me this 25th day of August, 1993.

Lori E. Whetta
Notary Public for Cobb County, Georgia
My Commission Expires: 11/8/96



000662

Enmark
Title Documents

SCHEDULE A

All that piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly described as follows:

551

THAT 0.65 acre tract as shown on plat entitled "Chevron Oil Company" prepared by Forrest F. Baughman, R.L.S., and dated February 11, 1974, said plat being based upon a plat by Amilus & Associates dated August 13, 1973, and last revised on December 6, 1973. The plat prepared by Forrest F. Baughman and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 22 at Page 47. For a more detailed description as to courses, metes, bounds, distances and location, reference to said plat of record is craved.

Being the same property conveyed to Chevron Oil Company, a California corporation, from Sea Pines Plantation Company, a South Carolina corporation, by deed dated March 12, 1974, filed for record March 14, 1974, and recorded in Deed Book 218, Page 1959, in the Office of the Clerk of the Court of Common Pleas of Beaufort County, South Carolina.

SUBJECT TO a certain 20 foot sewage easement along the generally southern portion of the property, which said 20 foot easement passes from Palmetto Bay Road generally westward as shown on a plat dated February 11, 1974, prepared by Forrest L. Baughman, R. L. S., entitled "Chevron Oil Company" said plat being based upon a plat prepared by Amilus & Associates dated August 13, 1973, and last revised on December 6, 1973, said plat prepared by Forrest F. Baughman, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 22 at Page 47. Nothing herein contained shall prevent the Grantee, its heirs or assigns, from fully utilizing the portion of the property over which the said 20 foot sewage easement passes, said utilization to include but not be limited to surfacing over said easements, constructing buildings over said easement, using the ground above said easement for the passage of automobiles, trucks, or other vehicular traffic.

000663

Enmark

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COBB

552

I, THEODORE E. HENN, being duly sworn, depose and say:

(1) I am an Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation,

(2) Effective December 31, 1976, Chevron Oil Company, a California corporation, merged into itself, Chevron U.S.A. Inc., it wholly owned subsidiary, and simultaneously changed its name to Chevron U.S.A. Inc., a California corporation.

(3) Effective July 1, 1985, Chevron U.S.A. Inc., a California corporation, was merged into Gulf Oil Corporation, a Pennsylvania corporation, and simultaneously therewith, Gulf Oil Corporation, a Pennsylvania corporation, changed its name to Chevron U.S.A. Inc., a Pennsylvania corporation. A certificate of merger and name change pertaining to the July 1, 1985 transaction was filed with the State of South Carolina on August 15, 1985.

(4) The attached Corporate Resolution dated July 31, 1991 were adopted by the surviving corporation in connection with the foregoing merger pursuant to resolution dated June 26, 1985, a true copy of which is attached hereto.

Theodore E. Henn
Assistant Secretary

CHEVRON U.S.A. INC. INCORPORATED NOV. 9, 1922 PENNSYLVANIA (SEAL)

Subscribed and sworn to this 23rd day of August, 1993 before me.

Lori E. Whatley
Notary Public

NOTARY PUBLIC

000664

Enmark

CERTIFICATE OF CORPORATE RESOLUTION

CHEVRON U.S.A. INC.

553

RESOLVED: That any officer of this Corporation or any division thereof be, and each of them is hereby, empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

(1) Leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00) or the acreage exceeds 8,400 acres;

(2) Deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00);

(3) Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;

(4) Documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

RESOLVED: That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

RESOLVED: That any officer of this Corporation or of any division thereof, be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one (1) year but in no instance to exceed a term of five (5) years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

RESOLVED: That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.

I, THEODORE E. HENN, Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimously written consent of Directors of said Corporation dated July 24, 1992 and that said resolutions are in full force and unrevoked.

WITNESS my hand and seal of said Corporation this 23rd day of August, 1993.

Theodore E. Henn
Assistant Secretary

(SEAL)

CHEVRON U.S.A. INC. INCORPORATED AUG. 8, 1911 PENNSYLVANIA

000665

Enmark
Title Documents

554

RESOLVED: That, upon the happening of the merger (the "Merger") of Chevron U.S.A. Inc., a California corporation (the "Merged Corporation"), with and into this Company (the "Surviving Corporation"), all resolutions heretofore adopted and not rescinded or superseded by the Board of Directors or a committee thereof of the Merged Corporation are adopted in their entirety by the Surviving Corporation, with such amendments, if any, thereto, as may be necessary for the sole purpose of having such resolutions comply with applicable laws and with the Restated Articles of Incorporation and By-Laws of the Surviving Corporation; and be it further

RESOLVED: That any resolution heretofore adopted by the Board of Directors of the Surviving Corporation or any committee thereof and having current or prospective application shall, upon the happening of the Merger, be deemed to be amended, superseded or rescinded to the extent necessary to eliminate any contradiction, discrepancy or inconsistency between such resolution and any resolution of the Merged Corporation adopted by the Surviving Corporation pursuant to the immediately preceding resolution; and be it further

RESOLVED: That, upon the happening of the Merger, any division of the Merged Corporation which shall have been established by the Merged Corporation and be subsisting immediately prior to the Merger shall continue as a division of the Surviving Corporation, but any division of the Surviving Corporation in existence prior to the Merger (with the exception of Warren Petroleum Company) shall, upon the happening of the Merger, cease to exist and be terminated as a division of the Surviving Corporation; and be it further

RESOLVED: That, upon the happening of the Merger, the Surviving Corporation may continue to do business in the name of any of such terminated divisions and any executory contract or other agreement which shall have been entered into by any such terminated division and requiring future performance by such division or any officer, employee or agent thereof may continue to be performed by such division or person in the name of such division and in the capacity of such person as existed immediately prior to the Merger; and be it further

RESOLVED: That, upon the happening of the Merger, and except as may be contemplated by the immediately preceding resolution, no officer, agent or employee of any such terminated division may take any action in any such capacity; and be it further

RESOLVED: That upon the happening of the Merger all powers of attorney heretofore granted by the Merged Corporation shall continue as valid powers of attorney deemed to have been issued by the Surviving Corporation; and be it further

RESOLVED: That upon the happening of the Merger any power of attorney granted by the Surviving Corporation or any division or agency thereof prior to the Merger shall cease to be a valid power of attorney to act on behalf of the Surviving Corporation or any division or agency thereof, except that any power of attorney heretofore granted in the name of or relating to Warren Petroleum Company shall not be affected by this resolution, and except that this resolution shall not affect any authority in existence prior to the Merger with respect to any bank account of whatsoever kind or nature maintained in the name of the Surviving Corporation or any division or agency thereof.

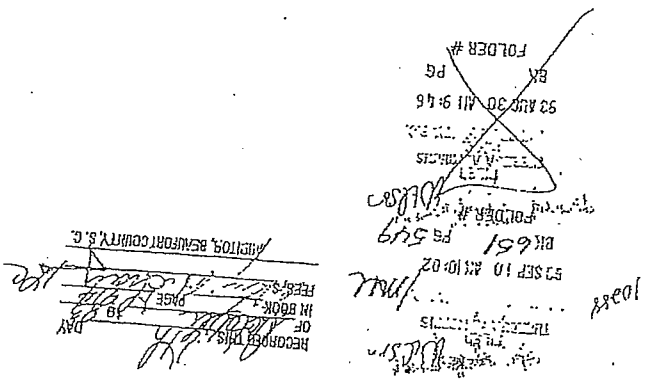
I, G. B. SECOR, Assistant Secretary of CHEVRON U.S.A. INC. (formerly known as Gulf Oil Corporation), a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held on June 26, 1985, and that said resolutions are in full force and unrevoked.

WITNESS my hand and the seal of said corporation this 10th day of July, 1985.

Assistant Secretary

000666

Enmark



42403

745
1500

THE STATE OF SOUTH CAROLINA — TITLE TO REAL ESTATE

COUNTY OF BEAUFORT — APPROXIMATE SURVEY STATION

ROAD\ROUTE NO: CROSS ISLAND EXPRESSWAY, PART I — 35 + 81 TO 37 + 85 LT

FILE NO: 7.55* — TO

PROJECT NO: SHP 2589 — TO

PAYMENT REQUESTED 9-15-94

KNOW ALL MEN BY THESE PRESENTS, That I, ASA, Inc., 3 Palmetto Bay Road, Hilton Head Island, South Carolina 29928 in consideration of the sum Thirty-six Thousand and 00/100 dollars ($36,000.00) and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property in fee simple absolute from Sea Pines Circle to Broad Creek on Route No. S - 80, State and County aforesaid, as shown by the plans prepared by the South Carolina Department of Transportation and dated 01-15-92, said property being herein conveyed to have a width of — feet, that is 52 feet on the left side of the survey centerline of the highway as shown on the reference plans.

SPECIAL PROVISIONS:

The above consideration is for 11.06 acres of land and all improvements thereon, if any; this being a portion of the property acquired from Chevron USA, Inc., a Pennsylvania Corporation, by deed dated August 23, 1991 and recorded September 10, 1991, in Deed Book 451, Page 549 in the records for Beaufort County and shown as Tax Map No. 550-015-000-205.

Together with all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind my (or our) heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said South Carolina Department of Transportation, its successors and assigns, against me (or us) and my (or our) heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this 21st day of March, in the year of our Lord, One Thousand Nine hundred and ninety 4.

Signed, sealed and delivered in the presence of:

ASA, INC.

1st Witness — (BY) Alice B Means (L.S.)

2nd Witness — (ITS) President (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Subdiv.	Parcel	Block
550	15		206	

Personally appeared before me the undersigned witness and made oath that she/he saw the within named grantor sign, seal and as the grantor's act and deed, deliver the within written deed; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 21 day of March, A.D., 1994

Cheryl Kaegler (L.S.) — 1st Witness sign here

My Commission Expires: July 16 2001

My Commission Expires

Recorded 9-2-94 By TB File:

Project: Tract: 2

DIST. [illegible] MAP
SCDOT P. O. [illegible]
COLUMBIA, SOUTH CAROLINA 29202

000668

EXHIBIT 3

Remark

S C Dept Trans

1501

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
94 NOV 30 PM 12:58

BK 745 PG 1500
FOLDER #

RECORDED THIS 30TH DAY
OF November 1994
IN BOOK ## PAGE 1500

AUDITOR, BEAUFORT COUNTY, S.C.

2822/1941

3 PB
10
JASN

34850
34845

BEAUFORT COUNTY SC - ROD
BK 02822 PGS 1941-1943
FILE NUM 2009015545
03/20/2009 10:17:27 AM
REC'D BY P BAXLEY RCPT# 578932
RECORDING FEES 10.00
County Tax 1,584.00
State Tax 3,744.00
Transfer Tax 3,600.00

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, THAT

ASA, INC., a South Carolina Corporation (hereinafter referred to as "GRANTOR")

in the State aforesaid — for and in — consideration of the sum of One Million Four Hundred Forty Thousand AND NO/100 ($1,440,000.00) DOLLARS to it in hand paid at and before the sealing of these presents by ENMARK STATIONS, INC. (hereinafter "Grantee"), of 2112 Rankin Street, Savannah, GA 31415 , in the state aforesaid —for which — the receipt whereof is hereby acknowledged, *SUBJECT TO* the matters set forth below, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said GRANTEE, its successors and assigns, forever, in fee simple, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF

DMP# R552-015-000-0206-0000

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 said Premises before mentioned unto the said GRANTEE, its successors and assigns, forever, in fee simple.

AND, SUBJECT TO the matters set forth above, GRANTOR does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, its successors and assigns, against it and its successors and assigns, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 19 day of March, 2009.

JASMisty\Deeds & Seller Affidavit\asa to enmark deed.wpd

Enmark / 8196.001 43

EXHIBIT 4

SIGNED AND DELIVERED
IN THE PRESENCE OF:

ASA, INC.

(Witness)

By: Alice B. Means, President

(Notary Public)

STATE OF SOUTH CAROLINA §
§ ACKNOWLEDGMENT
COUNTY OF BEAUFORT § under S.C. Code § 30-5-30(C)

I, the undersigned notary public, do hereby certify that the duly authorized officer of the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19 day of March, 2009.

(SEAL)
Notary Public for South Carolina
My Commission expires: 3-16-2016

J:\Sibley\Deeds & Solar Affidavits\asa to ennis deed.wpd

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land lying and being on Hilton Head Island, Beaufort County, South Carolina, being shown and described as a 0.65 acre tract as shown on a plat entitled "Chevron Oil Company" prepared by Forrest F. Baughman, RLS, dated February 11, 1974, and recorded in the Office of the Register of Deeds for Beaufort County, SC in Plat Book 22 at Page 47. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

Save and Except that certain out conveyance to the South Carolina Department of Transportation recorded in the Office of the Register of Deeds for Beaufort County, SC in OR Book 745 at Page 1500.

This conveyance is made SUBJECT TO any state of facts that might be shown by an accurate survey of the property, any roads and ways over and across said property, zoning and building regulations applicable to said property, and all easements, covenants, restrictions, limitations, etc of record in the public records, including all easements as shown on the plat of record and to that certain 20 foot sewage easement along the generally southern portion of the property as shown on the said plat recorded in OR Book 22 at Page 47.

This being substantially the same property conveyed to the within Grantor by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in OR Book 651 at Page 549.

This Deed was prepared in the law offices of Wilson & Bratt, P.A., 3600 Main Street, Suite 100, Hilton Head Island, South Carolina, 29926, by John L. Wilson, Esquire.

J:\Shirley\Deeds & Seller Affidavits\[illegible] deed.wpd

6 PB N JPEN

2822/1944

BEAUFORT COUNTY SC - ROD
BK 02822 PGS 1944-1949
FILE NUM 2008015546
03/20/2009 10:17:27 AM
REC'D BY P BAXLEY RCPT# 578932
RECORDING FEES 11.00

STATE OF SOUTH CAROLINA)
) ABSOLUTE ASSIGNMENT
COUNTY OF BEAUFORT)

This Absolute Assignment ("Assignment") is made this 19th day of March, 2009, by and between ASA, INC (hereinafter "Assignor") and ENMARK STATIONS, INC., c/o Dwight Harrison, 2112 Rankin Street, Savannah, GA 31415 (hereinafter "Assignee").

WHEREAS, pursuant to that certain Purchase Agreement by and between Assignor and Assignee dated November 20, 2008, as amended on November 20, 2008, and again on February 18, 2009 ("Purchase Agreement"), Assignor did agree to assign all of Assignor's right, title and interest in and to any and all Business Assets, including any and all existing contracts, property rights, contract rights, approvals, permits, lease rights, telephone numbers, easements, privileges and any other rights, however named or described, connected with the business known as the Island Chevron, located at 3 Palmetto Bay Road, Hilton Head Island, SC ("Business" – more fully described in Exhibit A), excluding those assets and rights listed on Exhibit B ("Excluded Rights");

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, paid in hand to Assignor by Assignee at and before the execution and delivery of these presents, the receipt and sufficiency of which is acknowledged, the Assignor Covenants and Agrees as follows:

1. The recitals are incorporated herein, as if repeated verbatim.

2. The Assignor hereby absolutely and irrevocably grants, bargains, sells, sets over, conveys and assigns absolutely to Assignee, any and all of Assignor's right, title and interest in and to any and all existing contracts, utility allocations, contract rights, parking spaces, approvals,

Enmark / 8196.001 437

000673

EXHIBIT 4(A)

covenants, declarant rights, easements, permits, development permits, development plan approvals density allocations, lease rights, telephone numbers, agreements with providers, governmental recognitions of rights or privileges, governmental permits, authorizations, work product or any other rights of any description whatsoever which in any way relate to, or which touch or concern the Business hereto except the Excluded Assets. It is the express intent of this assignment that any rights of any nature which touch or concern the Business hereto are assigned hereby, and that the Assignor shall retain no rights of any description with respect to the Business.

3. Assignor hereby warrants that as of the date of the execution hereof, Assignor has fully and unconditionally transferred all of his right, title and interest in and to any existing contracts, contract rights, easements, utility allocations, drainage rights, riparian rights, rights to accreted lands, approvals, covenants, declarant rights, easements, permits, development permits, development plan approvals, density allocations, governmental recognitions of rights or privileges, governmental permits, authorizations, work product, telephone numbers, agreements with service providers, or any other rights of any description whatsoever which in any way relate to, or which touch or concern the Business in Exhibit "A" hereto, and that Assignor has not previously transferred any of the said rights to any third party and that Assignor has not entered into any agreement which would encumber the rights herein assigned.

4. Notwithstanding anything to the contrary, it is agreed that (a) Assignee has not assumed, and does not hereby assume, any past, present or future liability, indebtedness or obligation of Assignor under or with respect to any asset, contract or agreement assigned by Assignor to Assignee hereunder unless Assignee expressly assumes the same in a written instrument

separate herefrom and signed by Assignee, and (b) Assignor is not assigning to Assignee, and Assignee is not assuming from Assignor, any fuel supply or purchase contracts or agreements.

5. This Assignment is absolute, unconditional and irrevocable and shall be binding upon and inure to the respective successors and assigns of the parties hereto.

6. WAIVER OF JURY TRIAL. The parties hereto agree to waive the right to request a jury trial in connection with any litigation under this Agreement and as to any claim or cause of action based upon the course of dealings between the parties and the negotiations and discussions leading up to the execution of the Agreement. This waiver of the right to a jury trial includes any cause of action or claim, whether based on contract, tort or statute, whenever said claim or cause of action arose.

IN WITNESS WHEREOF, the parties have set their hands and seals on this 19th day of March, 2009.

WITNESSES:

ASA, INC.

By: Alice B Mears
Name:
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT
S.C. CODE ANN.§30-5-30 (Supp. 1997)

I, the undersigned Notary Public, do hereby certify that ASA, Inc., by Alice B. Means its authorized officer personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of the Assignor.

SWORN TO and SUBSCRIBED before me
on this 19th day of March, 2009.

Notary Public for South Carolina
My Commission Expires: 3-16-2016

EXHIBIT A

Property Description - Business

84/343

343 LAW OFFICES OF DOYLING & DOYLING, BEAUFORT, S.C.

THE STATE OF SOUTH CAROLINA, TITLE TO REAL ESTATE

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. P. FRASER, OLIVE S. FRASER, PEARL C. FRASER, J. P. FRASER, JR., [illegible]

in the State aforesaid, for and

in consideration of the sum of

SIX HUNDRED THIRTY THOUSAND AND NO/100 ($630,000.00) DOLLARS

and assumption of the hereinafter mentioned mortgage

to me in hand paid and paid before the sealing of these presents by CHARLES E. FRASER

in the State aforesaid, the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release

unto the said CHARLES E. FRASER, HIS HEIRS AND ASSIGNS, all our right, title and interest in

and to the following described property, viz:

All property on Hilton Head Island in Beaufort County, South Carolina in which we, the Grantors herein, have any interest whatsoever, and which said interest was acquired by us by deeds dated January 31, 1956 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 76 at page 316 and Deed Book 76 at page 316, by deed dated April 16th, 1957 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 85 at page 147.

Saving and excepting however, the lots, parcels or pieces of land which we have heretofore conveyed, reference to which is made to the following deeds of record in the Office of the Clerk of Court for Beaufort County, South Carolina which set forth the description of the parcels, lots and pieces of land conveyed by us, to-wit:

Deed to Nick D. Licken recorded in Deed Book 82 at page 46.
Deed to Robert A. Woods recorded in Deed Book 82 at page 47.
Deed to Robert A. Woods recorded in Deed Book 82 at page 92.
Deed to Charles B. Nichols et al recorded in Deed Book 82 at page 93.
Deed to Mrs. Blanche C. Weedy recorded in Deed Book 82 at page 110.
Deed to Mrs. Louise P. Neely recorded in Deed Book 82 at page 120.
Deed to Forest Beach Corporation recorded in Deed Book 82 at page 174.
Deed to W. Henry Lawrence et al recorded in Deed Book 82 at page 179.
Deed to H. M. Fischer recorded in Deed Book 82 at page 214.
Deed to Forest Beach Corporation recorded in Deed Book 84 at page 263.

The true intent and intent of this instrument being to convey [illegible] of our right, title and interest in and to all lands and [illegible] County, South Carolina in which we have, or claim any interest.

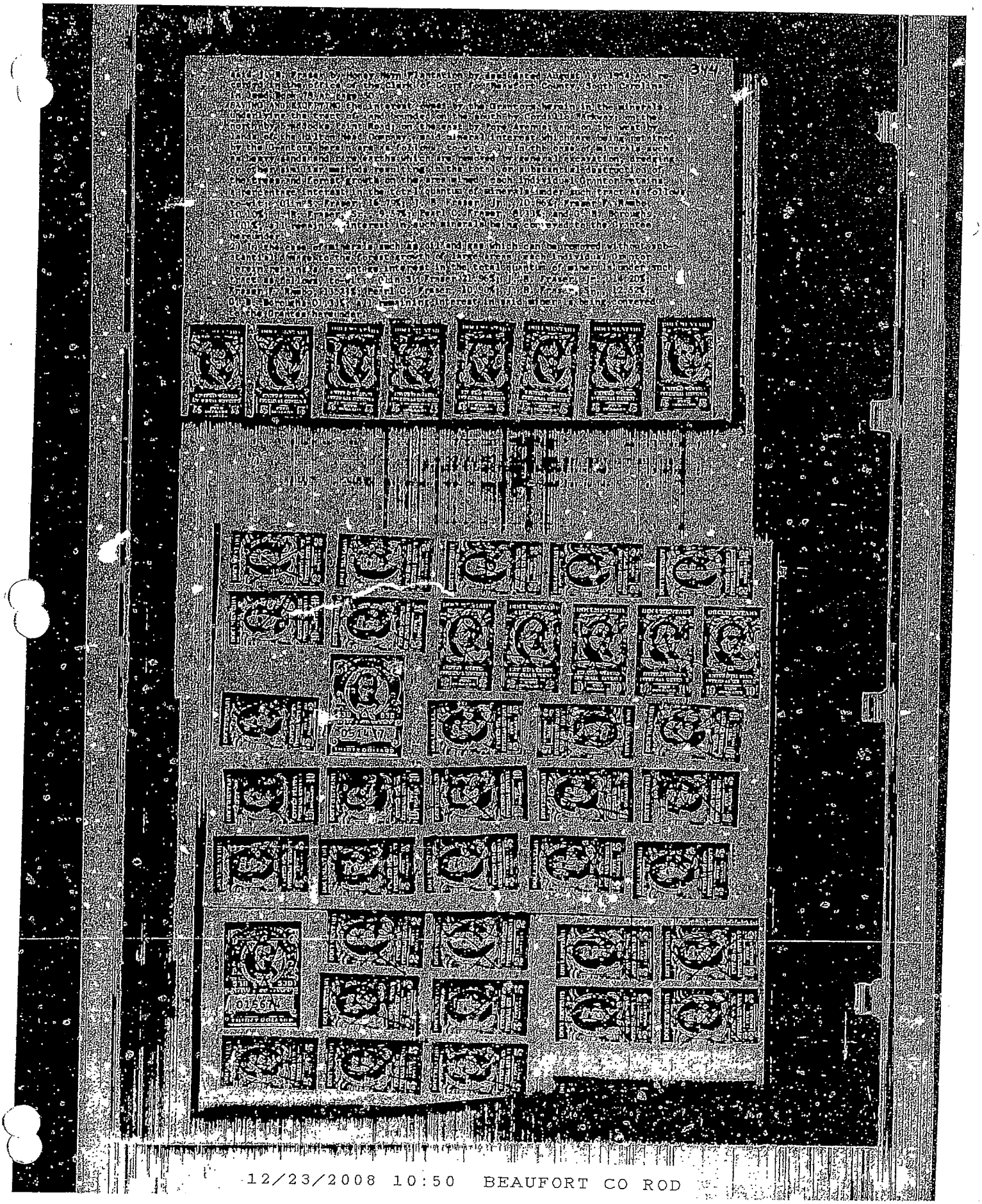
Subject, however, to a mortgage in favor of the Travelers [illegible] 1957 and recorded in the office of the Clerk of Court for [illegible] Mortgage Book 163 at page 361.

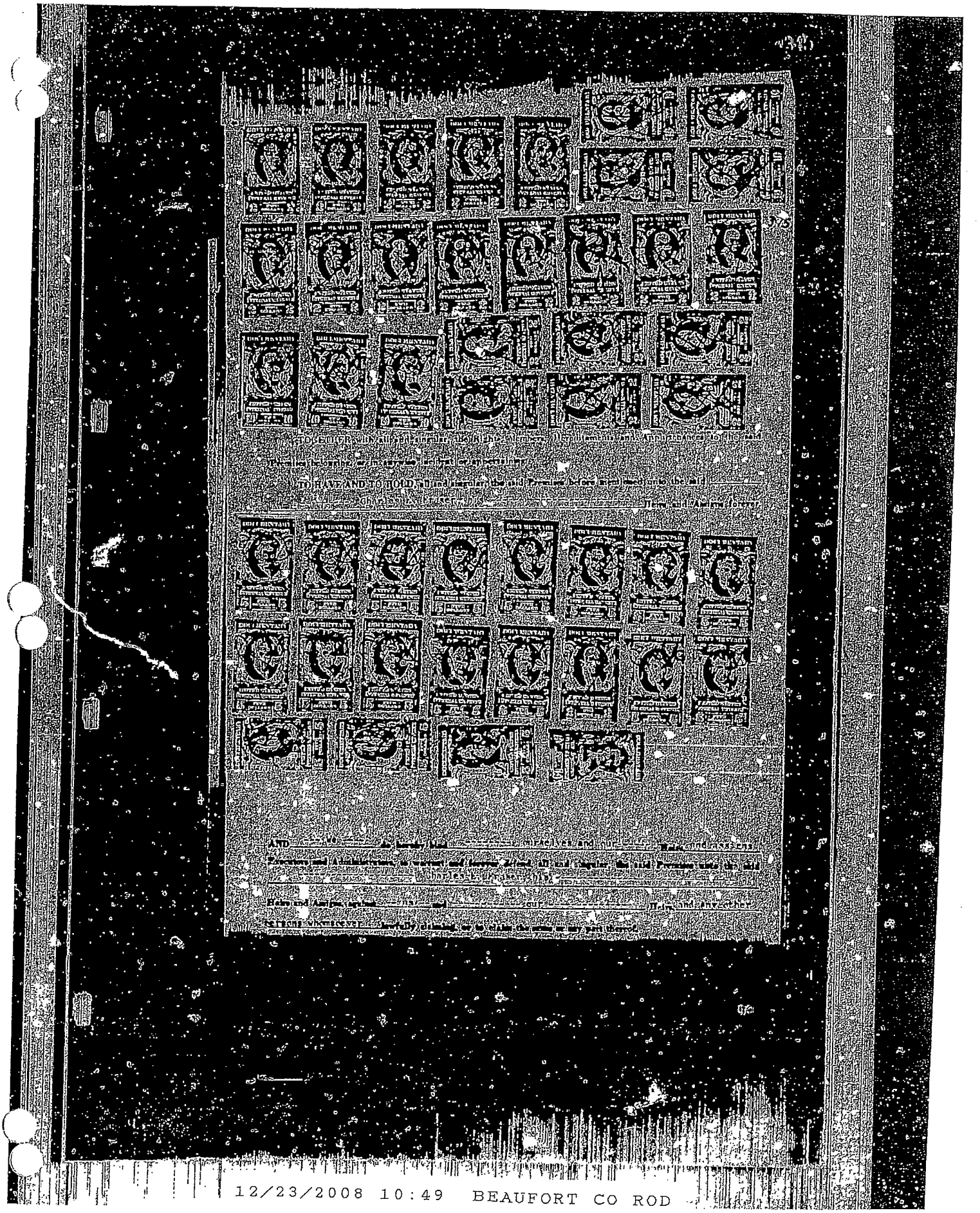
SAVING AND EXCEPTING from the within conveyance the interest [illegible] underlying the lands of Honey Horn Plantation and which said [illegible]

12/23/2008 10:48 BEAUFORT CO ROD

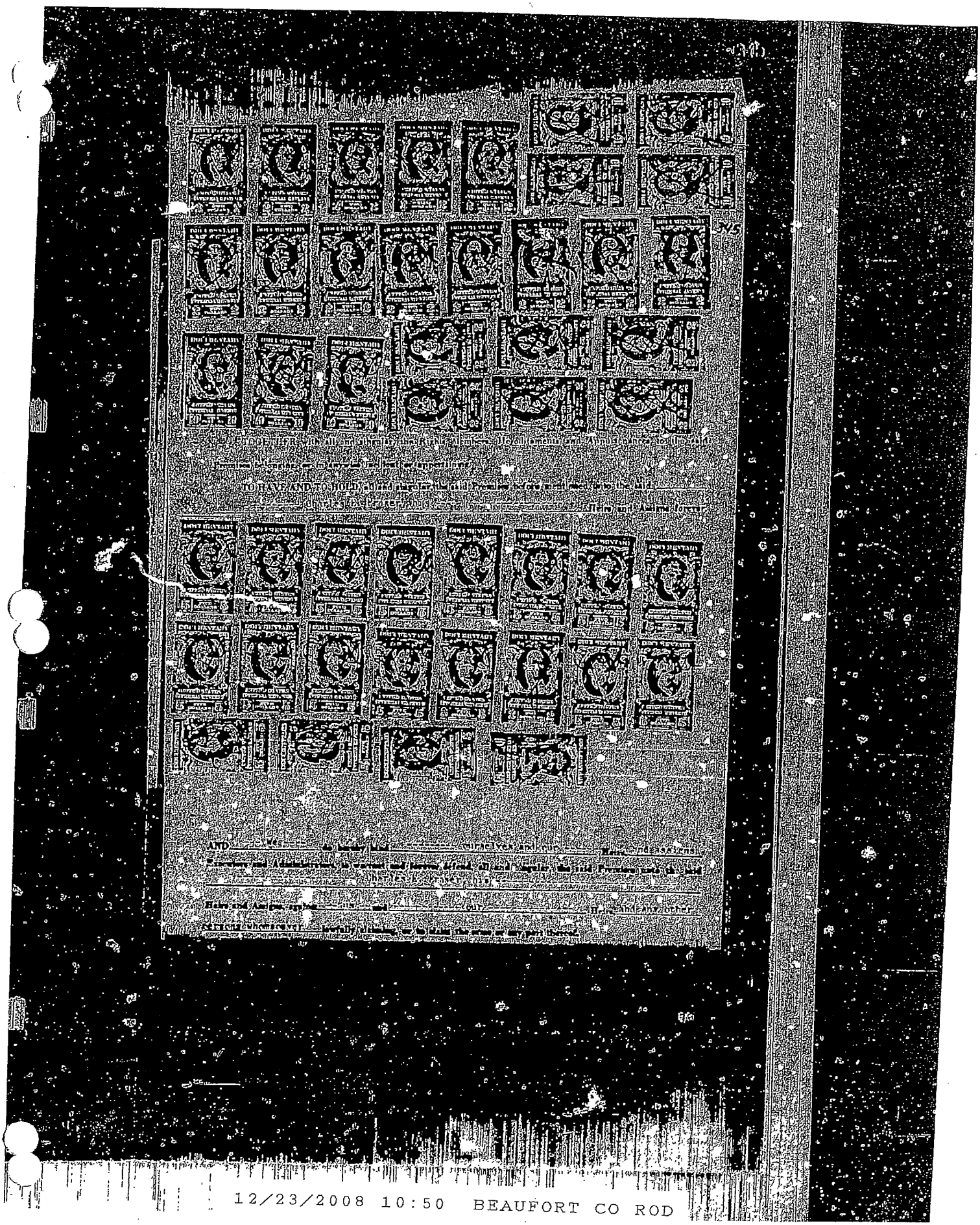
000678

EXHIBIT 7



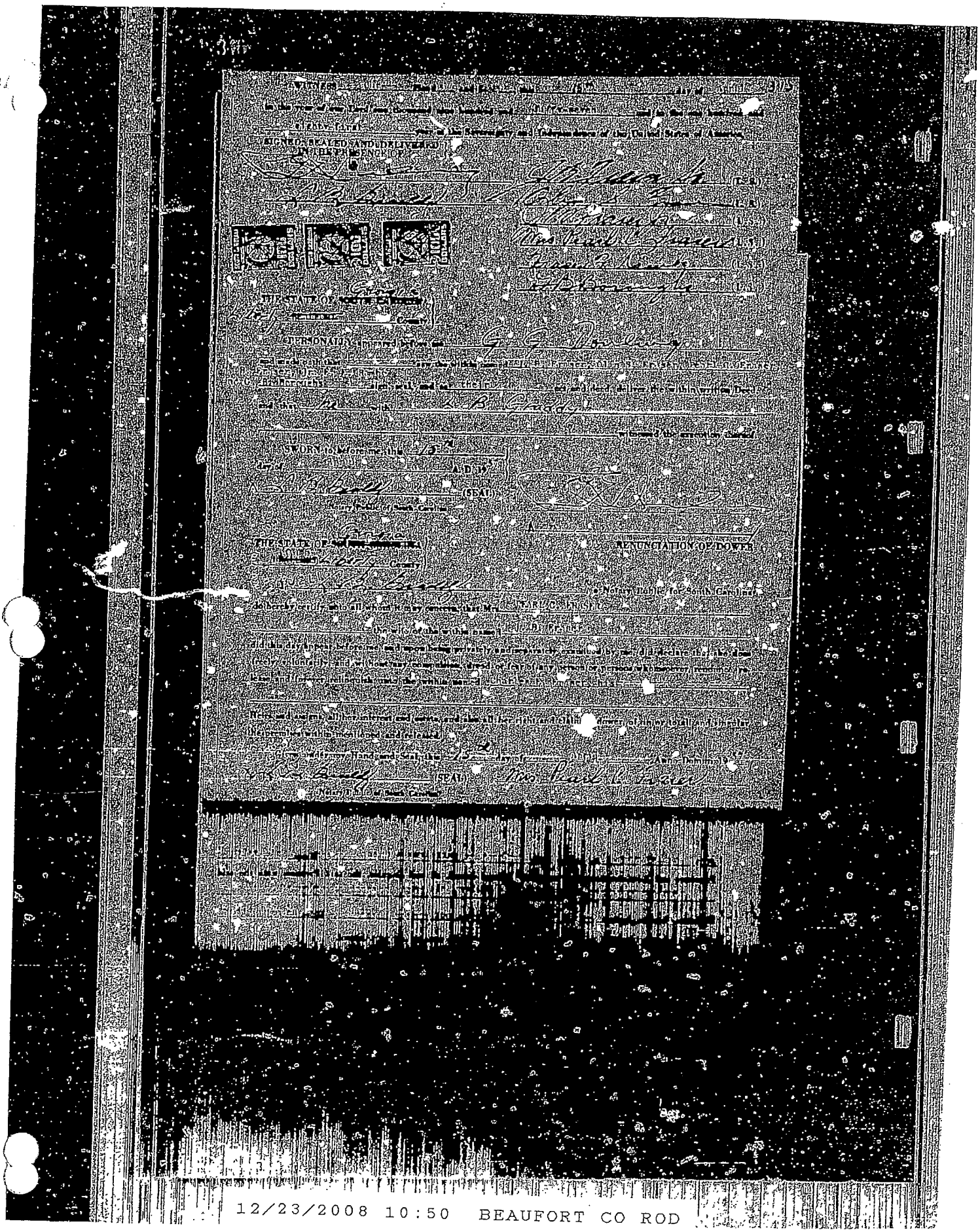


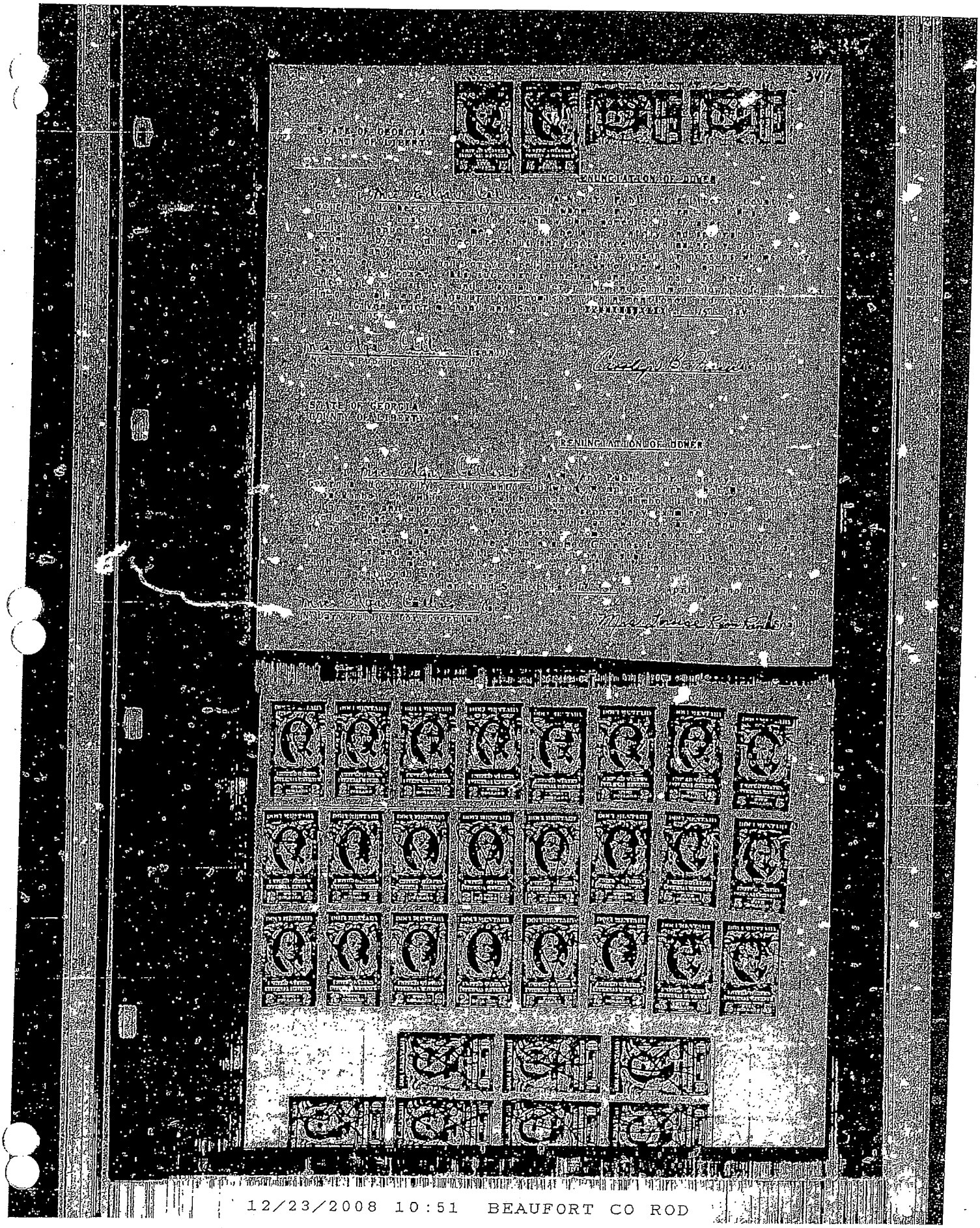
12/23/2008 10:49 BEAUFORT CO ROD



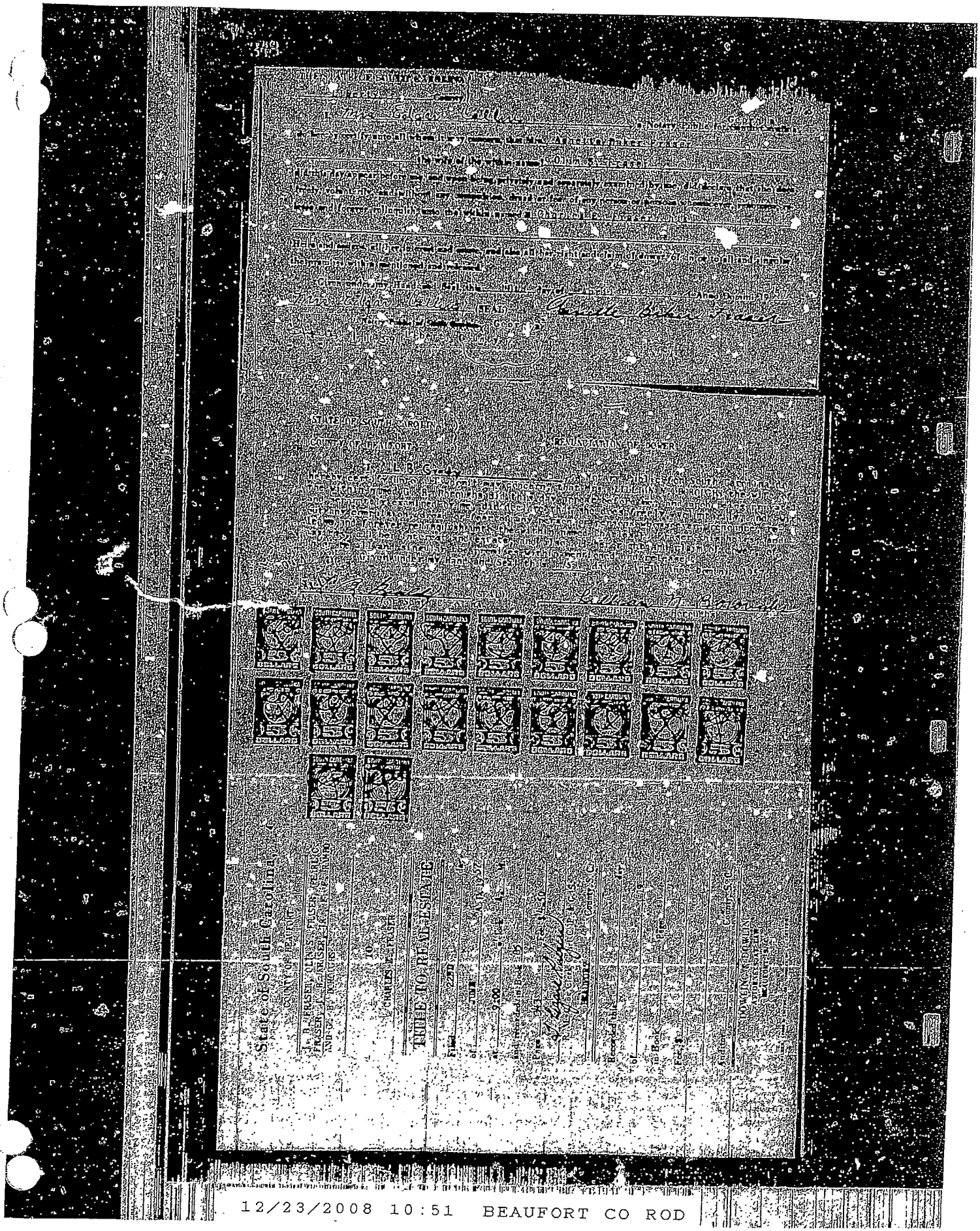
12/23/2008 10:50 BEAUFORT CO ROD

000681





12/23/2008 10:51 BEAUFORT CO ROD



12/23/2008 10:51 BEAUFORT CO ROD

Revised 1927

THE STATE OF SOUTH CAROLINA,

104/273

The County of Beaufort.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Charles E. Fraser,

in the State aforesaid for and *in consideration of the sum of* Ten Dollars ($10.00) and other valuable consideration

to me *in hand paid at and before the sealing and delivery of these Presents, by*

Palmetto Electric Cooperative, Inc., of Hilton Head Island, Beaufort County,

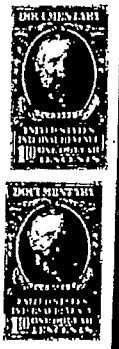
in the State aforesaid *(the receipt whereof is hereby acknowledged),*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

Palmetto Electric Cooperative, Inc., its successors and assigns:



All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, containing one and thirty-eight hundredths (1.38) acres, and shown on plat of same made by Ramco Engineering, dated October 7, 1960, and recorded in the office of the Clerk of Court for Beaufort County in Plat Book 12 at page 85, and, according to said plat, measuring as follows: Beginning at a point 227 feet northwest of the northwestern corner of the intersection of Plantation Drive and the right-of-way of a road to Palmetto Bay Marina; thence running South 80 degrees 20 minutes West a distance of 300 feet to a corner; thence turning and running North 35 degrees 40 minutes West a distance of 200 feet to a corner; thence turning and running North 80 degrees 20 minutes East a distance of 300 feet to a corner at west side of said right-of-way; thence turning and running along said right-of-way South 35 degrees 40 minutes East a distance of 200 feet to the point of beginning.



The property is conveyed subject to the restriction that it may be used only for purposes of electric sub-station installations, unless such alternative use is approved in writing by the grantor, his heirs and assigns, in instrument filed for record.

The property conveyed is further restricted against the construction of any buildings within 100 feet of the road right-of-way adjacent to said lot, except however that this restriction on the 1/3 portion of said lot adjacent to the road right of way shall not in any way be considered to prohibit or interfere with the right of the grantee, its sucessors and assigns to construct and maintain electric transmission and distribution 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 full right of ingress and egress across said section of the lot, and the right to clear and keep clear all brush, timber, and tree tops upon same which might endanger any of the works thereon.

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 said premises before mentioned, unto the said

Palmetto Electric Cooperative, Inc., *its successors and assigns forever.*

000685

EXHIBIT 8

273

And I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Palmetto Electric Cooperative, Inc., its successors and assigns against myself and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 8th day of November in the year of our Lord one thousand nine hundred and sixty and in the one hundred and eighty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ellen W. Rogers

Virginia C. Harrall

Chas E Fraser (L. S.)

(L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA,

BEAUFORT COUNTY.

PERSONALLY appeared before me. Ellen W. Rogers and made oath that she saw the within-named Charles E. Fraser sign, seal, and as his act and deed deliver the within-written Deed; and that she with Virginia C. Harrall witnessed the execution thereof.

Ellen W. Rogers

SWORN to before me, this 8th day of November A. D. 1960.

Virginia C. Harrall

Notary Public for South Carolina

THE STATE OF SOUTH CAROLINA,

COUNTY.

NO RENUNCIATION OF DOWER
GRANTOR IS UNMARRIED

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT.

Charles E. Fraser

TO

Palmetto Electric Cooperative, Inc.

TITLE TO REAL ESTATE

Filed 3rd day of JANUARY A. D. 1961 at 3:00 o'clock P. M. and recorded in Book 103 Page 275

R. M. C. for Beaufort County, S. C.

Recorded this day of A. D. 1961

000686

174/218

The State of South Carolina

Palmetto Electric Cooperative, Inc.

In the State aforesaid, County of Beaufort, in consideration of the sum

Ten and no/100 ($10.00)

to it in hand paid at and before the sealing of these presents by Sea Pines Plantation Co.

in the State aforesaid, County of Beaufort, the 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 Plantation Company, its successors and assigns, the following described property:

All that certain piece, parcel or tract of land, situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina containing 1.38 acres, and shown on plat of same made by Coastal Engineering, dated October 7, 1968, and recorded in the office of the Clerk of Court for Beaufort County in Plat Book 12 at page 83; said according to said plat, measuring as follows: Beginning at a point 22.7 feet more or less northwestern corner of the intersection of Pinckney Drive and the right-of-way of a road to Palmetto Bay Marina; thence running south 80° 20' west a distance of 100 feet to a corner; thence turning and running north 09° 40' west a distance of 200 feet to a corner; thence turning and running north 80° 20' east a distance of 300 feet to the southwest side of said right-of-way; thence turning and running along said right-of-way south 35° 40' east a distance of 200 feet to the point of beginning.

This is the same property conveyed to Palmetto Electric Cooperative, Inc., by deed of Charles E. Fraser dated November 26, 1968 and recorded in the office of the Clerk of Court for Beaufort County in Deed Book 104 at page 473.

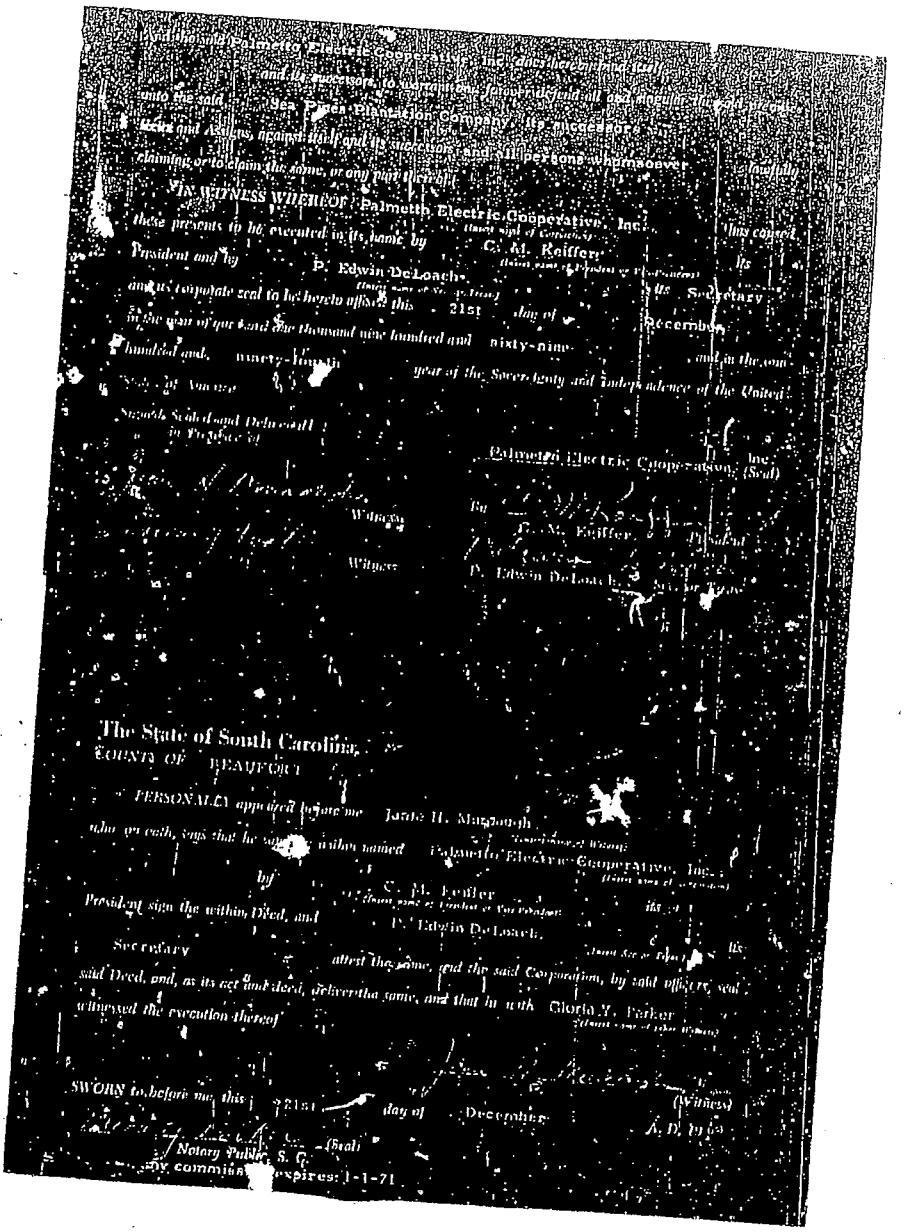
This property is conveyed subject to the restrictive covenants pertaining to the Sea Pines Plantation contained in the deed from Palmetto Electric Cooperative, Inc. to Sea Pines Plantation Co. dated December 31, 1968 and recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 104 at page 477 and all restrictions and covenants appearing in the chain of title.

12/31/2008 14:58 BEAUFORT CO ROD

000687

EXHIBIT 9

Enmark
000980



IN WITNESS WHEREOF, Palmetto Electric Cooperative, Inc.,
these presents to be executed in its name by C. M. Reiffer
President and by P. Edwin DeLoach
and its corporate seal to be hereto affixed this 21st day of December
in the year of our Lord One Thousand nine hundred and sixty-nine
hundred and ninety-fourth year of the Sovereignty and Independence of the United

Palmetto Electric Cooperative, Inc. (Seal)

Witness By C. M. Reiffer

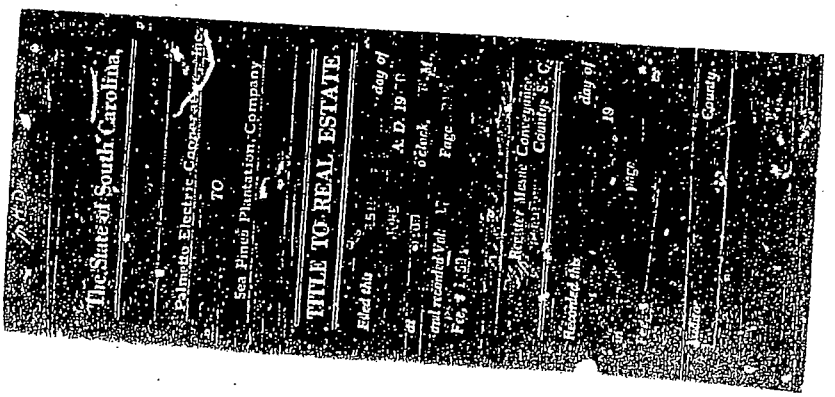
Witness P. Edwin DeLoach

The State of South Carolina,
COUNTY OF BEAUFORT

PERSONALLY appeared before me James H. Mangum
who on oath, says that he saw the within named Palmetto Electric Cooperative, Inc.
by C. M. Reiffer its
President sign the within Deed, and P. Edwin DeLoach,
Secretary its
attest the same, and the said Corporation, by said officers, seal
said Deed, and, as its act and deed, deliver the same, and that he with Gloria Y. Parker
witnessed the execution thereof

SWORN to before me, this 21st day of December A. D. 19 69

Notary Public, S. C. (Seal)
My commission expires: 1-1-71



The State of South Carolina,
Palmetto Electric Cooperative, Inc.
TO
Sea Pines Plantation Company
TITLE TO REAL ESTATE
Filed this day of A. D. 19 70
at o'clock, M.
and recorded in Vol. Page
Register Mesne Conveyance
County, S. C.
Recorded this day of 19
in Vol. Page
Register
County

12/31/2008 14:59 BEAUFORT CO ROD

000688

Enmark
000981

To Russell

216/254

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of South Carolina, hereinafter called "Grantor", in consideration of the sum of Ten ($10) Dollars and other valuable consideration to Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the exceptions hereinafter set out, unto STATE SAVINGS SERVICE CORPORATION, a corporation organized and existing under the laws of South Carolina, hereinafter called "Grantee", all that certain tract of land, with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and more particularly described as follows:

Revenue Stamps Collected $126.50 Beaufort County, S. C.

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.259 acres and shown as the Sea Pines Plantation Reception Center on a plat of Sea Pines Center, containing a total of 15.124 acres dated October 3, 1972 and revised November 6, 1972 and December 5, 1972, prepared by Nathan Conerly Bowers, Registered Land Surveyor, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, at Plat Book 20, Page 197. Said 2.259 acres herein described commence at a concrete monument on the western right-of-way of Palmetto Bay Road, which said concrete monument lies North 35° 40' West a distance of 256.0 feet from the intersection of the extention of the western right-of-way of Palmetto Bay Road, and the northern right-of-way of Greenwood Drive, and runs from said concrete monument at the point of beginning South 35° 40' East a distance of 157.96 feet to a concrete monument; thence in a south-westerly direction along a curve having a delta of 39° 5' 47", and a radius of 200 feet, a distance of 136.47 feet to a concrete monument; thence South 75° 7' 11" West a distance of 399.13 feet to a concrete monument; thence North 14° 15' 49" West a distance of 190.45 feet to a concrete monument; thence North 68° 16' 39" East a distance of 438.49 feet to the concrete monument at the point of beginning, all of which will be more fully shown by reference to the above referred to plat.



000689

EXHIBIT 10

255

TOGETHER WITH, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

Excepting and reserving, nevertheless, the right and privilege to grant an easement and right-of-way over that part of the above described premises designated on the above referred to plat as "Proposed Relocation of Power Line" for the purpose of erecting and maintaining power lines.

This conveyance is made subject to, and the Grantee herein expressly assumes the payment of that certain Mortgage from the Grantor herein to Palmetto State Savings and Loan Association, as part of the above mentioned consideration, which said Mortgage is dated January 20, 1972, and recorded in the Office of the Clerk of Court for Beaufort County in Book 147 at Page 1314, as amended at Book 151 at Page 1685, securing an indebtedness in the original principal amount of Two Hundred Eighty-Five Thousand and 00/100 ($285,000) Dollars. This conveyance is also subject to the following restrictions and covenants running with the land, and all rights pertaining to enforcement or waiver of such covenants are not conveyed by the terms of this instrument but are expressly reserved to the Grantor herein: (a) Those Restrictive Covenants, Easements and Conditions recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 78 at Page 306; and (b) Those Restrictive Covenants, Easements and Conditions recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 193 at Page 1652.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said STATE SAVINGS SERVICE CORPORATION, its successors and assigns, forever. And SEA PINES PLANTATION COMPANY does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said STATE SAVINGS SERVICE CORPORATION, its suc-

cessors and assigns and any other person whomsoever lawfully claiming or to claim the same, or any part thereof, subject however, as aforesaid.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY has caused these presents to be executed in its name by J. Ronald Terwilliger, its Vice President, and by Bill M. Pridgen, its Secretary, and corporate seal to be hereto affixed this 29th day of January in the year of our Lord One Thousand Nine Hundred and Seventy-Three and in the One Hundred and Ninety-Seventh year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

SEA PINES PLANTATION COMPANY

By J. Ronald Terwilliger
J. Ronald Terwilliger
Vice President

Attest Bill M. Pridgen
Bill M. Pridgen
Secretary

257

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me S. Lee Phillips who, on oath, says that he saw the within named SEA PINES PLANTATION COMPANY by J. Ronald Terwilliger, its Vice President sign the within Deed, and Bill M. Pridgen, its Secretary, attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Donna S. Boswell witnessed the execution thereof.

S. Lee Phillips

SWORN to before me, this 1st day of February, A.D. 1973.

Notary Public, South Carolina

My Commission Expires: August 25, 1981.

H.L.N.

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
3:00 O'CLOCK	NOV 28	254

Clerk of Court of Common Pleas

Enmark
001001

NHS/CAS-H

464 | 1430

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC-3'86 | P.B. 11222 | 999.00

Form No. 306 (To Individual Estate by a Corporation
AMERICAN SYSTEMS, COLUMBIA, S.C.
Revised 1972

The State of South Carolina

1930

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC-3'86 | P.B. 11222 | 431.00

KNOW ALL MEN BY THESE PRESENTS, That

THE FIRST SERVICE CORPORATION OF S. C.
(formerly STATE SAVINGS SERVICE CORPORATION)

Revenue Stamps Collected
$ 1430.00
Beaufort County, SC

in the State aforesaid, ----------for and---------- *in consideration of the sum of*

TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION---------- *Dollars*

to it in hand paid at and before the sealing of these presents, by FOGELMAN PROPERTIES, INC., 5400 Poplar Avenue, Memphis, TN 38119
in the State aforesaid, ------for which---------- *(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said FOGELMAN PROPERTIES, INC., its Successors and Assigns forever, the following described real property, to wit:

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.26 acres and shown as the Sea Pines Reception Center on a plat of Sea Pines Reception Center, dated March 29, 1973 and revised September 27, 1973, prepared by Forrest G. Calvert, RLS, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 21 at Page 173, excepting therefrom the easement as shown on said plat.

Said conveyance is made subject to all covenants, conditions and other matters of record in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina and to all governmental statutes, ordinances, rules and regulations including the following:

1. All general or special taxes and assessments, including Public Service District Assessments, if any, and taxes for the Town of Hilton Head Island, and for Beaufort County, South Carolina, required to be paid in the year 1987 and subsequent years, a lien, not yet due and payable.

2. Declaration of rights, restrictions and conditions as set forth in the instruments recorded in Deed Book 193 at Page 1652, Deed Book 78 at Page 306 as amended in Deed Book 274 at Page 1273; Deed Book 105 at Page 101 (easement); Deed Book 144 at Page 155 (easement); Deed Book 210 at Page 1065 (relocation of easement); Deed Book 212 at Page 920; Deed Book 216 at Page 254; Deed Book 216 at Page 258.

3. Easements and/or other facts as shown in the instruments recorded in Deed Book 105 at Page 101; Deed Book 144 at Page 155; Deed Book 210 at Page 1065 and as shown on plat recorded in Plat Book 19 at Page 127 including 30' Palmetto Electric Right-of-Way; Plat Book 20 at Page 192; Plat Book 21 at Page 173; Plat Book 22 at Page 1 and Plat Book 23 at Page 159 including 60' power line easement.

4. Relocation of Easement Agreement between Sea Pines Plantation Company, Central Electric Power Cooperative, Inc. and South Carolina Public Service Authority regarding 60' easement as set forth in instrument recorded in Deed Book 210 at Page 1065 and as shown on plat recorded in Plat Book 20 at Page 192.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC-3'86 | P.B. 11222 | 3.00

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC-3'86 | P.B. 11222 | 999.00

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Subman	Parcel	Block
550	15		198	

000693
EXHIBIT 11

5. Option to repurchase reserved by Sea Pines Plantation Company, as set forth in the instrument recorded in Deed Book 193 at Page 1652.

1931

6. Easements, Rights, and Reservations concerning 69KV Transmission Line from Sea Pines Plantation to Central Electric Power Cooperative, Inc. as set forth in the instrument recorded in Deed Book 144 at Page 155.

This being the same property conveyed to the Grantor herein by Deed from Sea Pines Plantation Company dated January 29, 1973 and recorded in the R.M.C. Office, Beaufort County, South Carolina on November 28, 1973 in Deed Book 216 at Page 254 as amended by Deed of Correction dated October 25, 1973 and recorded November 28, 1973 in Deed Book 216 at Page 258.

The within Deed was prepared in the Law Offices of Novit & Scarminach, P.A., Post Office Drawer 14, Hilton Head Island, South Carolina 29938, by Charles A. Scarminach, Esquire.

Said conveyance is also made subject to the possession of and any claims by the Polyat Holdings Corp., the Hilton Head Holding Corporation and the Royal Port Corporation, their successors and assigns.

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 said premises before mentioned unto the said FOGELMAN PROPERTIES, INC., its Successors ~~Heirs~~ *and Assigns forever*

And the said THE FIRST SERVICE CORPORATION OF S. C. (FORMERLY STATE SAVINGS SERVICE CORPORATION) *does hereby bind itself* its Assigns *and its successors, to warrant and forever defend all and singular the said premises unto the said* FOGELMAN PROPERTIES, INC., its Successors ~~Heirs~~ *and Assigns, against itself and its successors and* ~~any person whomsoever~~ *lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF THE FIRST SERVICE CORPORATION OF S. C. (FORMERLY STATE SAVINGS SERVICE CORPORATION) *has caused these presents to be executed in its name by* Patrick M. Dunbar (Insert name of President or Vice-President) *President and by* Joseph D. Miot III (Insert name of Sec. or Treas.) *its* Asst. V. Pres. *and its corporate seal to be hereto affixed this* 26th *day of* November *in the year of our Lord one thousand nine hundred and* eighty-six *, and in the two hundred and* eleventh *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

2) Donna P. Gardner
Witness

3) Donna Richard McLaurin
Witness

THE FIRST SERVICE CORPORATION OF S. C.
(FORMERLY STATE SAVINGS SERVICE ~~CORPORATION~~) *(Seal)*

By: 1) [signature]
President

Attest: 2) Joseph D. Miot III Asst. V. Pres.
Sec. or Treas.

000694

1932

The State South Carolina,
County of

PERSONALLY before me 4) Donna P. Gardner (Insert name of Witness)

who, on oath, says that he saw the within named THE FIRST SERVICE CORPORATION OF S. C. (FORMERLY STATE SAVINGS SERVICE CORPORATION) (Insert name of Corporation) by Patrick M. Dunbar (Insert name of President or Vice President) its President President sign the within Deed, and Joseph D. Miot III (Insert Sec. or Treas.) its Asst. Vice Pres. attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with 5) Richard M. Unger (Insert name of other Witness) witnessed the execution thereof.

6) Donna P. Gardner (Witness)

SWORN to before me, this 26th day of November A. D. 1986

7) Richard M. Unger (Seal)
Notary Public, S. C.

My Commission Expires: 1-25-89

000695

N + S

The State of South Carolina.

TO

TITLE TO REAL ESTATE

Filed this 3 day of December A. D. 1986
at 9:00 o'clock, A M.,
and recorded Vol. 464 Page 1930
Fee, $ 4.00

S/Lloyd Dalton
Register Mesne Conveyance.
Bft County, S. C.

Recorded this 18th day of December 1986
in Book-D page 864
Fee, $

Mary A Gray BK
Auditor Beaufort County.

AMERICAN SYSTEMS, COLUMBIA, S.C.

1933

'86 DEC 3 AM 9 00
BEAUFORT COUNTY
RECEIVED

969000

5-47-1605
3/1/90

2190/LWD

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	15		198	

LIMITED WARRANTY DEED 1605

06110

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAR-9'90

Revenue Stamps Collected
State $4041.00 County $2040.50
Beaufort County, SC

FOGELMAN PROPERTIES, INC.

in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION to it in hand paid at and before the sealing of these presents by SeP LIMITED PARTNERSHIP, a Massachusetts limited partnership, 175 Derby Street, Suite 4, Bingham, Massachusetts 02043 in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold, conveyed and released, and by these presents does grant, bargain, sell, convey and release unto the said SeP LIMITED PARTNERSHIP, its successors and assigns, the following described real property, to wit:

SEE EXHIBIT A and EXHIBIT B, attached hereto and made a part hereof.

The within Deed was prepared in the Law Offices of Novit, Scarminach & Johnson, P.A., Post Office Drawer 14, Hilton Head Island, South Carolina 29938, by Samuel J. Morris III, Esquire.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE TO HOLD, the said Premises before mentioned unto the said SeP LIMITED PARTNERSHIP, its successors and assigns, forever in fee simple, and FOGELMAN PROPERTIES, INC. does hereby covenant with SeP Limited Partnership that Fogelman Properties, Inc. has done nothing to impair such title as Fogelman Properties, Inc. received, and Fogelman Properties, Inc., does by and for itself, its successors and assigns, warrant and promise forever to defend all and singular the said premises and title unto SeP Limited Partnership, its successors and assigns, against itself and its successors and assigns and all persons claiming by, under or through Fogelman Properties, Inc.

000697

EXHIBIT 12

WITNESS its Hand and Seal, this 7th day of March 1990, in the year of our Lord one thousand nine hundred ninety and in the two hundred and fourteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

Robert E. Lafferty, Jr.

M. Elaine Green

FOGELMAN PROPERTIES, INC. 1606

By: John A. Randles III
Senior Vice President

Attest: [illegible]
Secretary

TENNESSEE
STATE OF [redacted])
SHELBY)
COUNTY OF [redacted])

PROBATE

PERSONALLY appeared before me Robert E. Lafferty, Jr., who, on oath, says that (s)he saw the within named FOGELMAN PROPERTIES, INC. by John A. Randles III its Sr. VP, sign, seal and deliver the within document, and that (s)he with M. Elaine Green witnessed the execution thereof.

Robert E. Lafferty, Jr.
(witness)

SWORN to before me this 7th day of March, 1990.

M. Elaine Green
Notary Public for [redacted] Shelby County, Tennessee
My Commission expires: My Commission Expires June 20, 1992

2190/SP.DES

EXHIBIT A

SEA PINES RECEPTION CENTER PROPERTY

1607

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.26 acres and shown as the Sea Pines Reception Center on a plat of Sea Pines Reception Center, dated March 29, 1973 and revised September 27, 1973, prepared by Forrest G. Calvert, RLS, and recorded in the Office of the Registrar of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 21 at Page 173, excepting therefrom the easement as shown on said plat.

This being the same property described on that certain plat of survey entitled "A Plat of Sea Pines Reception Center" dated March 29, 1973, revised September 27, 1973, prepared by Forrest G. Calvert, S.C. Registered Land Surveyor, and recorded in the Office of Clerk of Court for Beaufort County, South Carolina, in Plat Book 28 at Page 12.

This also being the same property as shown on that certain plat of survey entitled "A Plat of 2.26 Acres Sea Pines Reception Center 'As-Built Survey' A Section of Sea Pines Plantation" dated November 1, 1989 by Coastal Surveying & Engineering Co., Inc., Jerry L. Richardson, SC RLS #4784, and recorded in the R.M.C. Office for Beaufort County, South Carolina, in Plat Book 38 at Page 53, and being more completely described on said plat as to metes and bounds as follows:

Commencing at a concrete monument at the southeastern-most corner of said tract, at the intersection of the tract corner, the right-of-way of Greenwood Drive and Sea Pines Traffic Circle, said point being the POINT OF BEGINNING; thence S75°05'43"W for a distance of 399.24 feet to a point; thence N14°13'07"W for a distance of 190.50 feet to a point; thence N68°17'05"E for a distance of 438.40 feet to a point; thence S35°38'35"E for a distance of 157.96 feet to a point; thence along a curve having a delta angle to the left of 39°04'31", a radius of 200.00 feet, an arc distance along the curve of 136.40 feet, a tangent of 70.97 feet, a chord distance of 133.77 feet and a chord bearing of S29°53'52"W to a point, said point being the POINT OF BEGINNING.

This being the same property conveyed to Fogelman Properties, Inc. by Deed from The First Service Corporation of S.C. (formerly State Savings Service Corporation) dated November 26, 1986 and recorded in the R.M.C. Office of Beaufort County, South Carolina in Deed Book 464 at Page 1930.

The above-described Property is conveyed subject to the Permitted Exceptions setforth in Exhibit B attached hereto and incorporated herein by this reference.

EXHIBIT B

PERMITTED EXCEPTIONS 1608

1. Taxes and assessments for 1990 unpaid and not yet due.

2. Declaration of rights, restrictions and conditions as set forth in the instruments recorded in Deed Book 193 at Page 1652, Deed Book 78 at Page 306 as amended in Deed Book 274 at Page 1273; Deed Book 105 at Page 101 (easement); Deed Book 125 at Page 131; Deed Book 144 at Page 155 (easement); Deed Book 210 at Page 1065 (relocation of easement); Deed Book 212 at Page 920; Deed Book 216 at Page 254; Deed Book 216 at Page 258.

3. Easements as shown in the instruments recorded in Deed Book 105 at Page 101; Plat Book 19 at Page 127 including 30' Palmetto Electric Right-of-Way; Plat Book 21 at Page 173; Plat Book 22 at Page 1 and Plat Book 23 at Page 159 including 60' power line easement.

4. Relocation of Easement Agreement between Sea Pines Plantation Company, Central Electric Power Cooperative, Inc. and South Carolina Public Service Authority re 60' easement as set forth in instrument recorded in Deed Book 210 at Page 1065 and as shown on plat recorded in Plat Book 20 at Page 192.

5. Option to repurchase reserved by Sea Pines Plantation Company, as set forth in the instrument recorded in Deed Book 193 at Page 1652.

6. Easements, Rights, and Reservations concerning 69KV Transmission line from Sea Pines Plantation to Central Electric Power Cooperative, Inc. as set forth in the instrument recorded in Deed Book 144 at Page 155.

7. Rights or claims of parties in possession.

8. Regulations, requirements, and zoning ordinances of the Town of Hilton Head Island, specifically including the Land Management Ordinance (LMO) of the Town of Hilton Head Island, as may be amended.

9. Any other matters of record in the R.M.C. Office for Beaufort County, South Carolina which do not prevent the commercial use of the Property by the Purchaser.

RECORDED THIS 22 DAY
OF March 1990
IN BOOK 62 PAGE 1017
FEES, $ _____
Mary A. Moore
CLERK OF COOP, BEAUFORT COUNTY, S. C.

FILED AT 4:36 O'CLOCK P.M. BEAUFORT COUNTY S.C. MAR 9 1990 RECORDED IN BOOK 547 PAGE 1605
Theresa G. Gruber
REGISTER OF MESNE CONVEYANCES

000700

2723

YOUR TAX NOTICE WILL BE SENT TO THE ADDRESS SHOWN ON YOUR DEED IF YOUR DEED WAS RECORDED BY SEPTEMBER 15. IF THE ADDRESS IS INCORRECT, PLEASE NOTIFY THE COUNTY ASSESSOR.

2118

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DEED
(PUBLIC SALE)

REVENUE STAMPS 1.10 Real Estate Transfer $ 8

To Whom These Presents shall concern:

I, Thomas Kemmerlin, Jr., as Master in Equity for Beaufort County, in the State of South Carolina, Send Greetings;

WHEREAS, in an action in the Court of Common Pleas in Beaufort County between Palmetto Federal Savings Bank of South Carolina as Plaintiff and SeP Limited Partnership, a Massachusetts Limited Partnership, et al., as Defendants, the Special Circuit Court Judge of said County by Order passed on March 15, 1993, did decree that the property described should be sold by the Master in Equity for Beaufort County on the terms and for the purposes mentioned in the order granted in the case; and WHEREAS; I, the undersigned, as Master in Equity for Beaufort County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on January 3, 1994 for the sum of Five Hundred and No/100 ($500.00) Dollars, said sum being the highest amount bid, to Palmetto Federal Savings Bank of South Carolina.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Beaufort County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee, Palmetto Federal Savings Bank of South Carolina, its successors and assigns:

All that certain piece, parcel or tract of land shown as the "Sea Pines Reception Center" on a plat thereof entitled "A Plat of 2.26 acres Sea Pines Reception Center, "Asbuilt Survey", as Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," said plat prepared by Jerry L. Richardson, Coastal Surveying Engineering Company, Inc., S.C.R.L.S. #4784, said plat dated November 1, 1989, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat book 38 at Page 53.

Said tract more completely described as to metes and bounds as follows:

COMMENCING at a concrete monument at the southeastern-most corner of said tract, at the intersection of the tract corner, the right-of-way of Greenwood Drive and Sea Pines Traffic Circle, said point being the POINT OF BEGINNING; thence S75°05'43"W for a distance of 399.24 feet to a point; thence N14°13'07"W for a distance of 190.50 feet to a point; thence N68°17'05"E for a distance of 438.40 feet to a point; thence S35°38'35"E for a distance of 157.96 feet to a point; thence along a curve having a delta angle to the left of 39°04'31",

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
550	15		198	

000701

13

a radius of 200.00 feet, an arc distance along the curve of 136.40 feet, a tangent of 70.97 feet, a chord distance of 133.77 feet and a chord bearing of S29°53'52"W to a point, said point being the POINT OF BEGINNING.

PROPERTY ADDRESS: Approximately 2.26 Acres, Sea Pines Reception Center, Hilton Head Island, SC

District 550, Map 15, Parcel 198

LESS AND EXCEPTING:

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 195 square feet, more or less, and being shown and described as "Required R/W" on that certain plat of record entitled "A Plat of 2.25 Acres, Sea Pines Reception Center, As Built Survey", prepared by Michael R. Dunnigan, SCRLS 11905, with said plat being dated February 1, 1991, and being recorded in the R.M.C. Office for Beaufort County, South Carolina, in Plat Book 41 at Page 18.

ALSO CONVEYED HEREIN, THE FOLLOWING PERSONAL PROPERTY:

"(B) THE IMPROVEMENTS. Together with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf (the "Improvements")."

This description of personal and real property noted above specifically includes development rights, permits, or other licenses or premiums of every type and description, which have been obtained by SeP Limited Partnership, Richard T. Moss & Associates, Inc. and Richard T. Moss, their agents, assigns or affiliates, from any governmental or public or private supervisory source of any kind, which apply to or affect the real and personal property described herein.

This being the same property conveyed to SeP Limited Partnership by deed of Fogelman Properties, Inc. dated March 7, 1990 and recorded March 9, 1990 in Deed Book 547 at page 1605.

Grantee's mailing address: P. O. Box 1116, Aiken, SC 29802

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREON, I, the undersigned, as Master in Equity for Beaufort County, under and by virtue of the said order, have hereunto set my Hand and Seal the 11th day of January, in the year of our Lord one thousand nine hundred ninety-four.

SIGNED, SEALED AND DELIVERED)
in the Presence of:)
Susan Barger)
Joanne B. McDonald)

Thomas Kemmerlin, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY APPEARED Susan Barger and made oath that (s)he saw Thomas Kemmerlin, Jr. as Master in Equity for Beaufort County, sign, seal, and deliver the within Deed; and that deponent together with Joanne B. McDonald signed their names as witnesses thereto;

SWORN to before me this 11)
day of January, 1994)

Susan Barger

Joanne B. McDonald (L.S.)
Notary Public for South Carolina
My Commission expires: 4/8/2003

Hussman, Lesley Ellerbe
2947

FILED
MICHAEL G. BRYANT, ACTING
R.M.C.
BEAUFORT COUNTY, S.C.

94 JAN 20 PM 1:52

BK 679 PG 2118

FOLDER #

RECORDED THIS 21st DAY
OF January 19 94
IN BOOK III PAGE 73

Mary B Shay Lee
AUDITOR, BEAUFORT COUNTY, S.C.

2121

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JAN 18 '94
$ 0 1 . 3 0
R.B. 11222

8 0 9 9 9 1

Unit 27085

YOUR TAX NOTICE WILL BE SENT TO THE ADDRESS SHOWN ON YOUR DEED IF YOUR DEED WAS RECORDED BY SEPTEMBER 15. IF THE ADDRESS IS INCORRECT, PLEASE NOTIFY THE COUNTY ASSESSOR.

1192

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

BEAUFORT COUNTY, SC
REVENUE STAMPS COLLECTED
STATE 2730.00 COUNTY 1155.00
Real Estate Transfer Fee Collected
$ 2025.00

LIMITED WARRANTY DEED

THIS INDENTURE, made between **PALMETTO FEDERAL SAVINGS BANK OF SOUTH CAROLINA** (hereinafter referred to as "Grantor"), and **SEA PINES COMPANY, INC.**, (hereinafter referred to as "Grantee").

WITNESSETH:

For and in consideration of the sum of One Million Fifty Thousand and No/100 Dollars ($1,050,000 .00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, successors-in-title and assigns forever all those tracts or parcels of land lying and being in Beaufort County, South Carolina, as more particularly described on Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as the "Property").

BEAUFORT COUNTY TAX MAP REFERENCE
Dist. 550 | Map 15 | Submap | Parcel 128 | Block

To have and to hold the Property, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, and the successors, successors-in-title and assigns of Grantee, forever, in FEE SIMPLE.

Grantor shall warrant and forever defend the right and title to the Property unto Grantee and the successors, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under grantor, subject to those matters listed as permitted title exceptions as set forth on Exhibit B attached hereto and hereby made a part hereof.

This document was prepared by:

Howard M. Hickey, Jr.
c/o Palmetto Federal Savings
Bank of South Carolina
107 Chesterfield Street
Aiken, South Carolina 29801

Grantee's Address:

P. O. Drawer ~~[illegible]~~ 7000
Hilton Head Island, SC 29938

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
JUL 22 '94
900.00
SOUTH CAROLINA TAX COMMISSION

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
JUL 22 '94
900.00
SOUTH CAROLINA TAX COMMISSION

000705

14

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed this 21 day of July in the year of our Lord one thousand nine hundred and ninety-four and in the two hundred and nineteenth year of the Sovereignty and Independence of the United States of America.

GRANTOR:

Signed, sealed and delivered in the presence of:

WITNESS

WITNESS

PALMETTO FEDERAL SAVINGS BANK OF SOUTH CAROLINA

By: Patrick D. Cunning
Name: Patrick D. Cunning
Title: EVP

Attest: Howard M. Hickey, Jr.
Name: Howard M. Hickey, Jr.
Title: EVP, General Counsel, Secretary

[CORPORATE SEAL]

[ACKNOWLEDGEMENT ON NEXT PAGE]

STATE OF SOUTH CAROLINA)
) ss
COUNTY OF Aiken)

Personally appeared before me Paula T. Berry (First Witness), who, being duly sworn, says that he/she saw the corporate seal of PALMETTO FEDERAL SAVINGS BANK OF SOUTH CAROLINA affixed to the foregoing instrument and that he/she saw Patrick D. Cunning, EVP, and Howard M. Hickey, Jr., EVP, General Counsel, Secretary, of said corporation sign and attest the same, and that he/she with Sharon A. Stone (Second Witness) witnessed the execution and delivery thereof as the act and deed of the said corporation.

Paula T. Berry
First Witness

Sworn to before me this 21 day of July, 19 94

Sharon A. Stone
NOTARY PUBLIC FOR
SOUTH CAROLINA

My Commission Expires: 3/12/97

[NOTARIAL SEAL]

State of South Carolina,

COUNTY OF Beaufort

NS & W
File Number
858.134 ①/6

YOUR TAX NOTICE WILL BE SENT TO THE ADDRESS SHOWN ON THIS DEED IF NO ADDRESS IS SHOWN AT RECORDING.

50407

1274

ATTENTION HOMEOWNER!!! YOU MAY QUALIFY FOR A LOWER TAX RATE ON YOUR PRIMARY RESIDENCE. PLEASE CONTACT THE COUNTY ASSESSOR'S OFFICE FOR FURTHER INFORMATION.

KNOW ALL MEN BY THESE PRESENTS, THAT

Sea Pines Company, Inc.

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES $ 3750.00
COUNTY $ 1650.00 STATE $ 3900.00

in the State aforesaid for and---------- in consideration of the sum of

Ten and no/100 ($10.00)---------- DOLLARS,

and other valuable consideration to it in hand paid at and before the sealing of these presents by

Carolina Center Building Corp., a South Carolina corporation, Attn: Kumar K. Viswanathan,

P. O. Box 7567, Hilton Head Island, SC 29938 in the State aforesaid

for which---------- the receipt whereof is hereby acknowledged, have

granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

Carolina Center Building Corp., a South Carolina corporation, its Successors and Assigns

the following described property, to-wit: (P.O. Box 7567 HHI SC 29938)

SEE ATTACHED EXHIBIT 1 FOR PROPERTY DESCRIPTION

SUBJECT to Permitted Exceptions attached.

THE within Deed was prepared by Jones, Scheider & Patterson, P.A., Post Office Drawer 7049, Hilton Head Island, South Carolina 29938, by Russell P. Patterson, Esquire.

BEAUFORT COUNTY TAX MAP REFERENCE: District 550, Map 15, Parcel 198.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Subdiv.	Parcel	Block
550	15		198	

000708

15

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 said Premises before mentioned unto the said Carolina Center Building Corp., a South Carolina corporation, its Successors and Assigns

AND it does do hereby bind itself, and its Successors Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Carolina Center Building Corp., a South Carolina corporation, its Successors 1276 ~~his~~ Heirs and Assigns, against it and its Successors Heirs, and all persons whomsoever may come lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand ~~and~~ and Seal ~~and~~, this 31 day of October in the year of our Lord one thousand nine hundred and ninety six and in the two hundred and ~~twenty-ninth~~ first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness

Notary Public

Sea Pines Company, Inc.
By: [signature] (L.S.)
Its President

(L.S.)

The State of South Carolina

Beaufort County.

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sea Pines Company, Inc. by its duly authorized officer sign, seal, and as its act and deed, deliver the within written Deed, and that (s)he with the other witness whose signature appears above as witness witnessed the execution thereof.

SWORN to before me, this 31 day of October A.D. 19 96

Notary Public of 02/10/24 (SEAL)
My Commission Expires:

X Witness

NOT NECESSARY

The State of

RENUNCIATION OF DOWER

County.

I, , a Notary Public for 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 by Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public of
My Commission Expires:

Signature of

000710

Exhibit 1

SEA PINES RECEPTION CENTER PROPERTY 1277

All that certain piece, parcel or tract of land shown as the "Sea Pines Reception Center" on a plat thereof entitled "A Plat of 2.26 acres Sea Pines Reception Center, "Asbuilt Survey", as Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," said plat prepared by Jerry L. Richardson, Coastal Surveying Engineering Company, Inc., S.C.R.L.S. #4784, said plat dated November 1, 1989, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat book 38 at Page 53.

Said tract more completely described as to metes and bounds as follows:

COMMENCING at a concrete monument at the southeastern-most corner of said tract, at the intersection of the tract corner, the right-of-way of Greenwood Drive and Sea Pines Traffic Circle, said point being the POINT OF BEGINNING; thence S75deg05'43"W for a distance of 399.24 feet to a point; thence N14deg13'07"W for a distance of 190.50 feet to a point; thence N68deg17'05"E for a distance of 438.40 feet to a point; thence S35deg38'35"E for a distance of 157.96 feet to a point; thence along a curve having a delta angle to the left of 39deg04'31", a radius of 200.00 feet, an arc distance along the curve of 136.40 feet, a tangent of 70.97 feet, a chord distance of 133.77 feet and a chord bearing of S29deg53'52"W to a point, said point being the POINT OF BEGINNING.

PROPERTY ADDRESS: Approximately 2.26 Acres. Sea Pines Reception Center, Hilton Head Island, SC

District 550, Map 15, Parcel 198

LESS AND EXCEPTING:

1. All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 195 square feet, more or less, and being shown and described as "Required R/W" on that certain plat of record entitled "A Plat of 2.25 Acres, Sea Pines Reception Center, As Built Survey", prepared by Michael R. Dunnigan, SCRLS 11905, with said plat being dated February 1, 1991, and being recorded in the R.M.C. Office for Beaufort County, South Carolina, in Plat Book 41 at Page 18.

2. Approximately 6/100 of an acre to be used by the South Carolina Department of Transportation for Cross-Island Expressway along Palmetto Bay Road.

This being the same property conveyed to Sea Pines Company, Inc. from Palmetto Savings Bank of South Carolina by deed dated July 21, 1994 and recorded in Deed Book 720 at Page 1192.

EXHIBIT
PERMITTED EXCEPTIONS

A. Commercial Use Restrictions and Option to Repurchase as shown in instrument recorded in said RMC Office in Deed Book 193 at Page 1652.

B. Easement Agreement in favor of Plantation Cablevision as shown in instrument recorded in said RMC Office in Deed Book 195 at Page 93, as amended in Deed Book 454 at Page 525.

C. Relocation of Easement Agreement as shown in instruments recorded in said RMC Office in Deed Book 210 at Page 1065 and Plat Book 20 at Page 192.

D. Easements as shown on plats recorded in said RMC Office in Plat Book 19 at Page 127, Plat Book 20 at Page 192, Plat Book 21 at Page 173, Plat Book 22 at Page 1, Plat Book 23 at Page 159, Plat Book 28 at Page 12, Plat Book 38 at Page 53 and Plat Book 41 at Page 18.

E. Easements, Rights and Reservations in favor of Central Electric Power Cooperative, Inc. as shown in instrument recorded in said RMC Office in Deed Book 144 at Page 155.

F. Easement Agreement in favor of Palmetto Electric as shown in instrument recorded in said RMC Office in Deed Book 105 at Page 101.

G. Easements, Rights, Restrictions, and Conditions as shown in instruments recorded in said RMC Office in Deed Book 216 at Page 254, Deed Book 216 at Page 258 and Deed Book 212 at Page 920.

H. Conveyance from Sea Pines Company, Inc. in favor of the South Carolina Department of Transportation dated February 23, 1995 and recorded in ORB 762 at Page 309.

[disk179\xma.ex1]

NKS 3008

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C. /RB
96 DEC 31 AM 10:29
BK 911 PG 1274
FOLDER #

1279

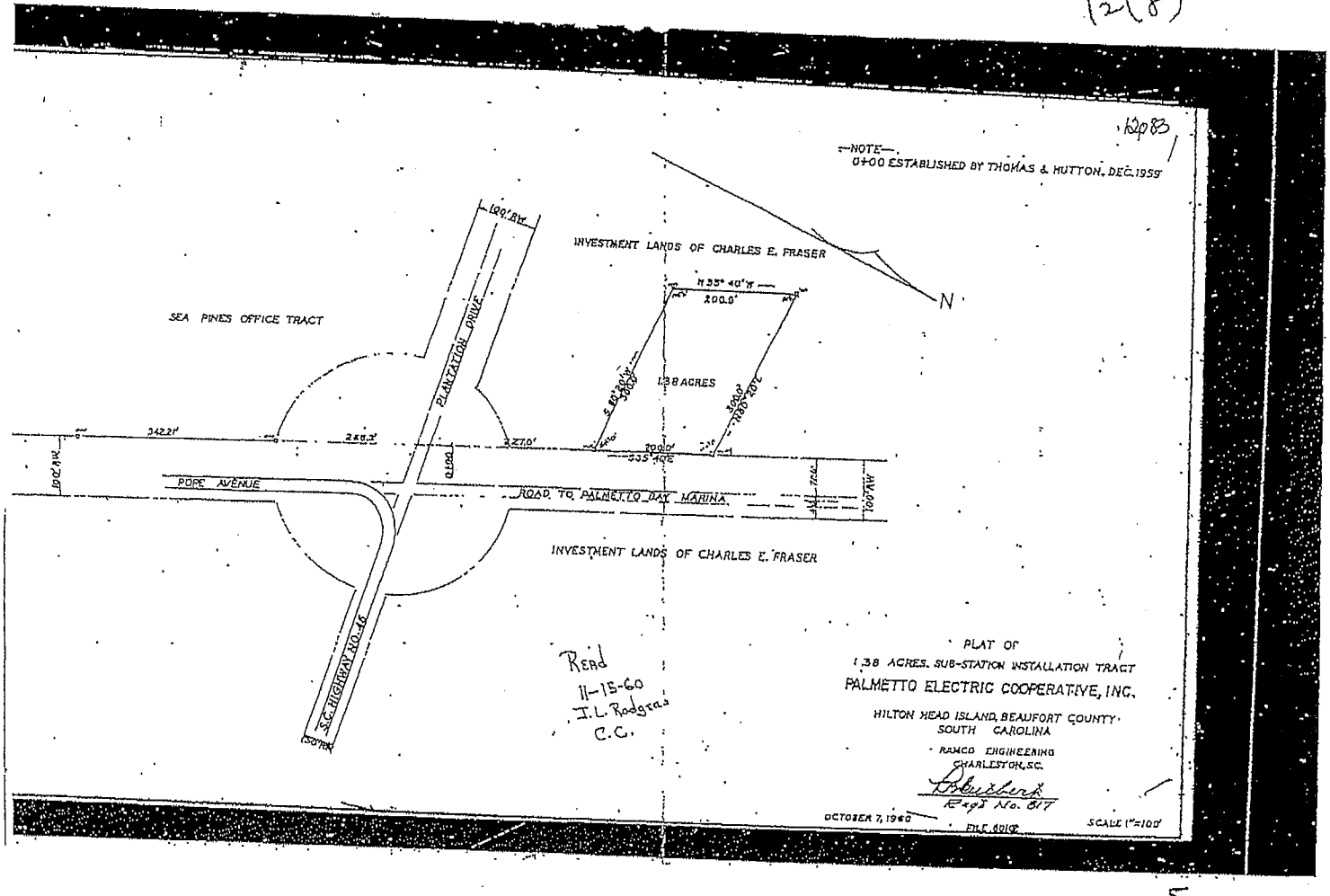
RECORDED THIS 21st DAY
OF January 1997
IN BOOK AC PAGE 1535
Mary A. Laughlin
AUDITOR, BEAUFORT CO., S.C.

12/83

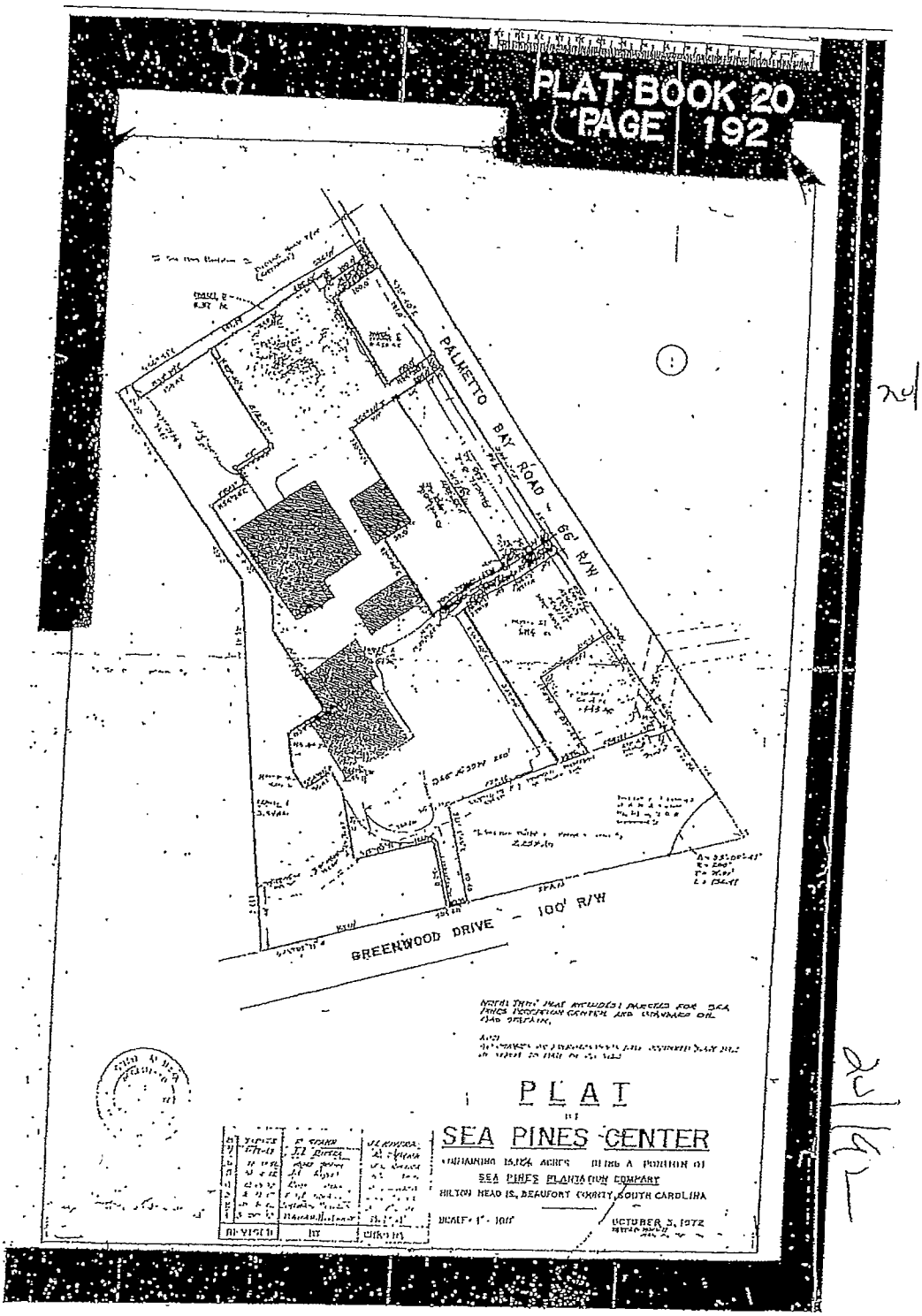
EXHIBIT A

000714

12p83



4877



20/192

000715

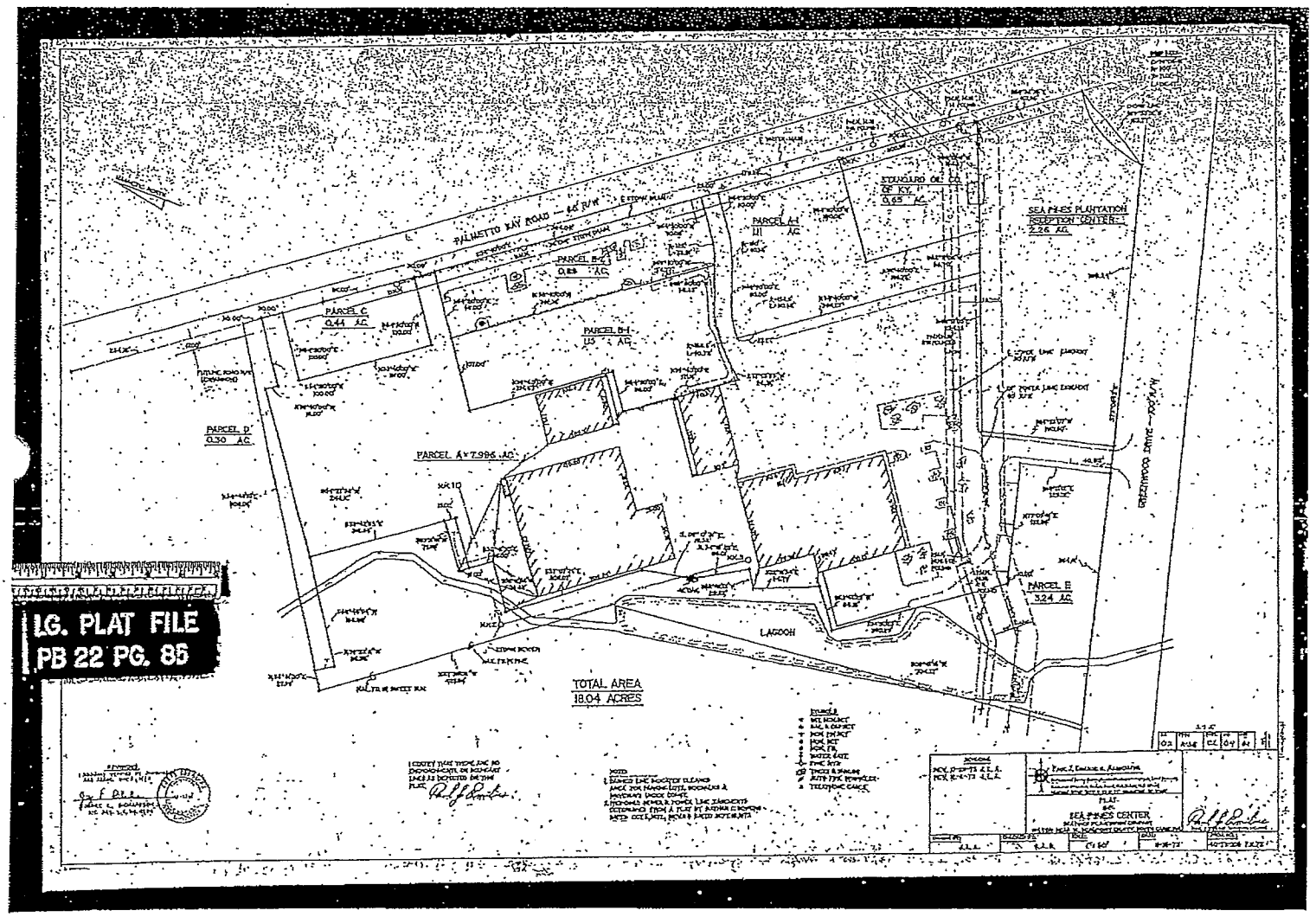
EXHIBIT E17

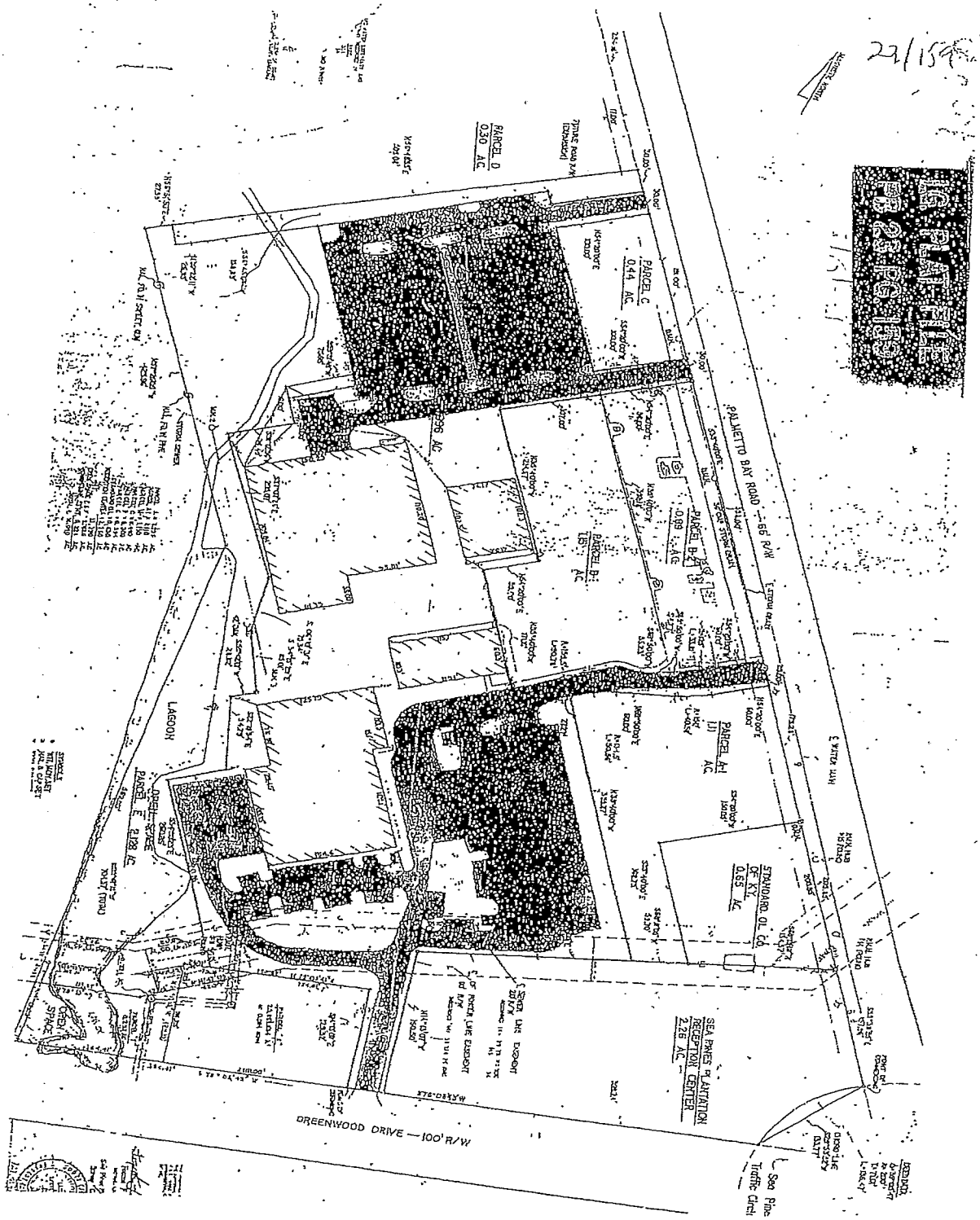
22/47

22p47

EXHIBIT A

000716

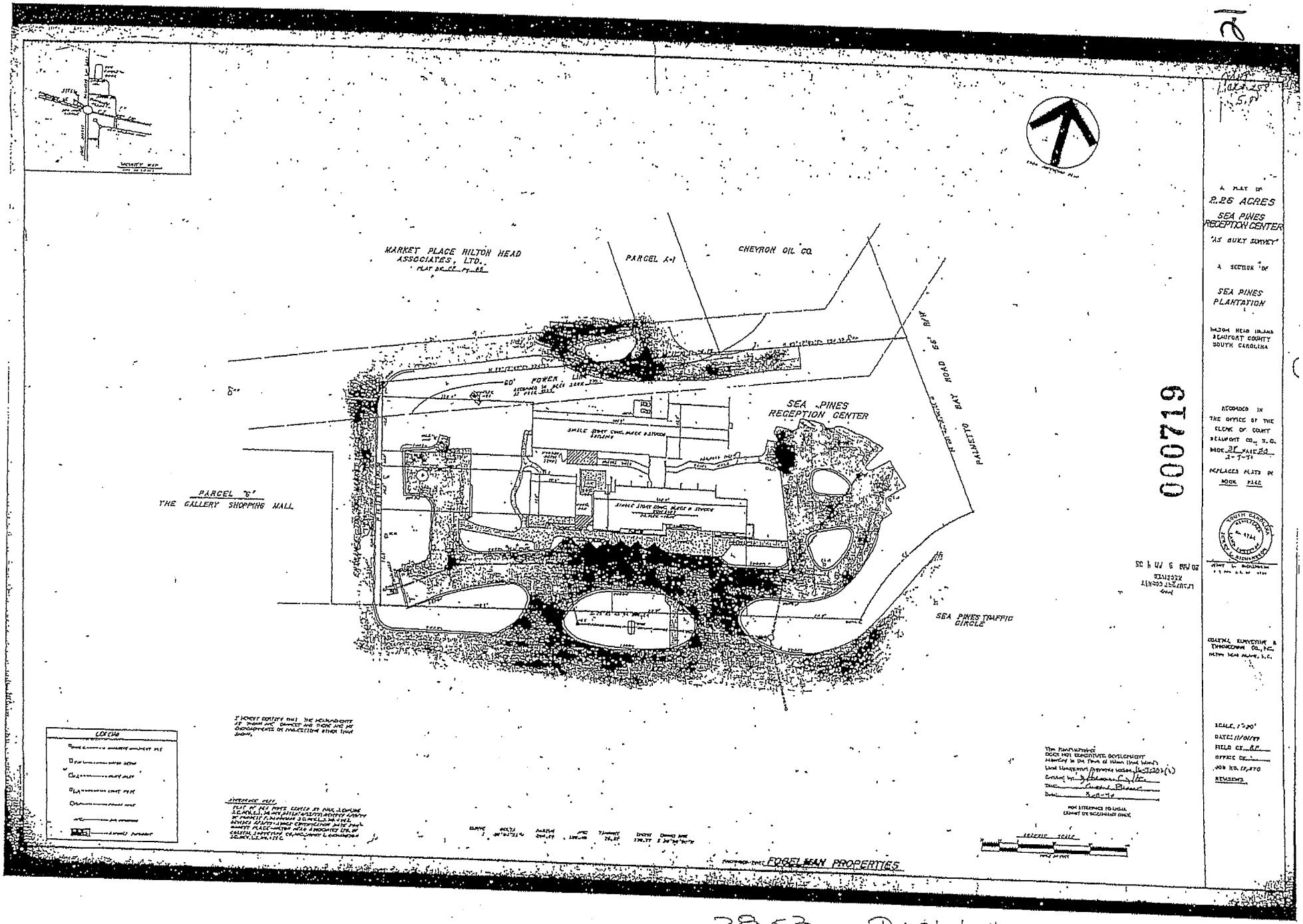

PALMETTO BAY ROAD — 66' R/W
PARCEL C
0.44 AC
PARCEL B
0.83 AC
PARCEL A1
1.11 AC
STANDARD OIL CO. OF KY.
0.65 AC
SEA PINES PLANTATION
RECEPTION CENTER
2.26 AC
PARCEL B-1
1.05 AC
PARCEL D
0.30 AC
PARCEL A
7.996 AC
PARCEL E
3.24 AC
LAGOON
TOTAL AREA
18.04 ACRES
LG. PLAT FILE
PB 22 PG. 85



000718

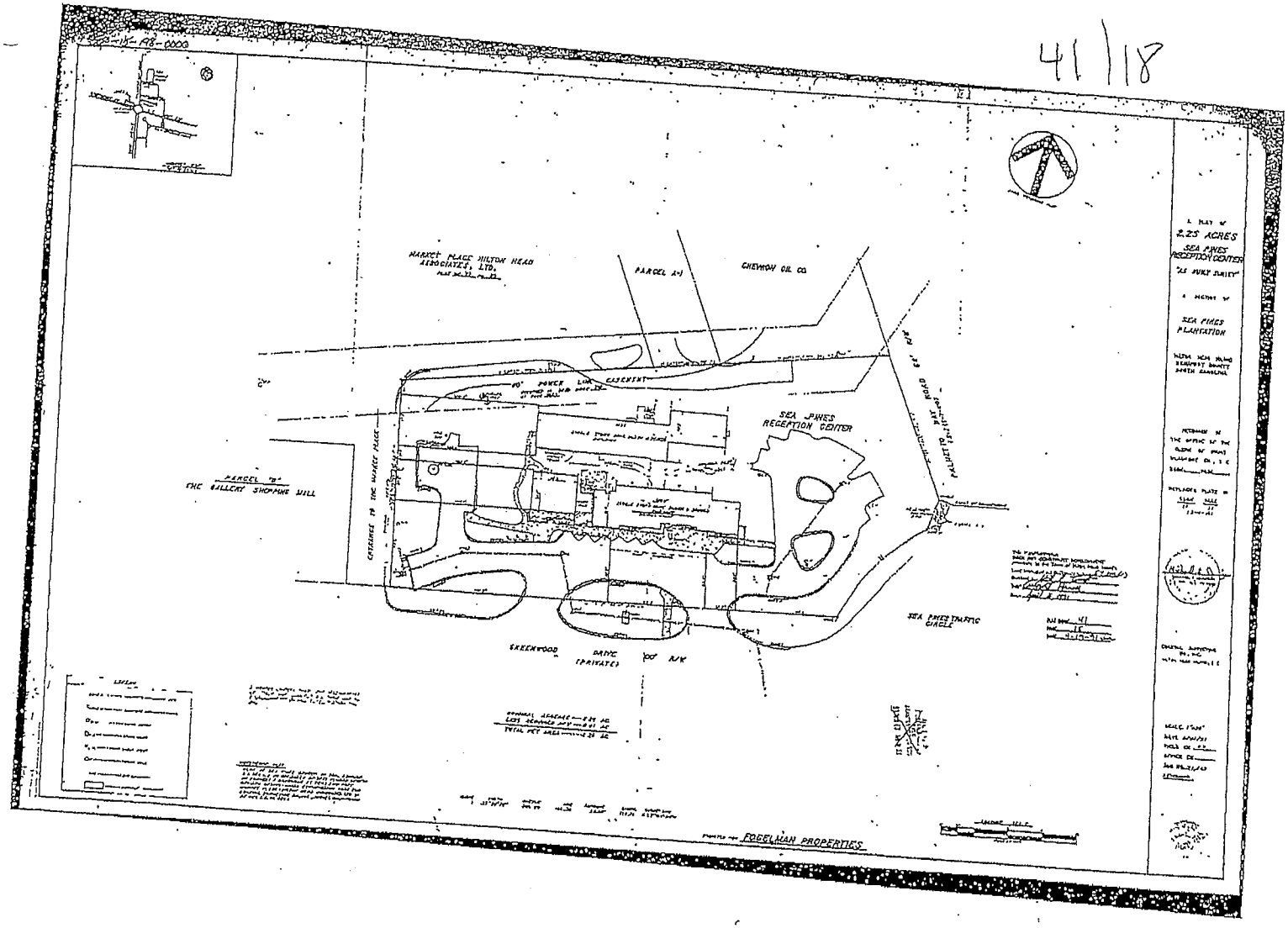
EXHIBIT

Enmark
Title Documents


MARKET PLACE HILTON HEAD ASSOCIATES, LTD.
PLAT BK 17 PG 88
PARCEL A-1
CHEVRON OIL CO.
60' POWER
SEA PINES RECEPTION CENTER
PARCEL 'C'
THE GALLERY SHOPPING MALL
PALMETTO BAY ROAD
SEA PINES TRAFFIC CIRCLE
FORFEITURE PROPERTIES
A PLAT OF
2.26 ACRES
SEA PINES RECEPTION CENTER
"AS BUILT SURVEY"
A SECTION OF
SEA PINES PLANTATION
HILTON HEAD ISLAND
BEAUFORT COUNTY
SOUTH CAROLINA
RECORDED IN THE OFFICE OF THE CLERK OF COURT BEAUFORT CO., S.C.
BOOK 31 PAGE 53
2-7-91
REPLACES PLATS IN
BOOK PAGE
000719
COASTAL SURVEYING & DRAWDOWN CO., INC.
HILTON HEAD ISLAND, S.C.
SCALE, 1"=30'
DATE: 11/20/89
FIELD CK. RD
OFFICE DK.
JOB NO. 12,470
REVISIONS

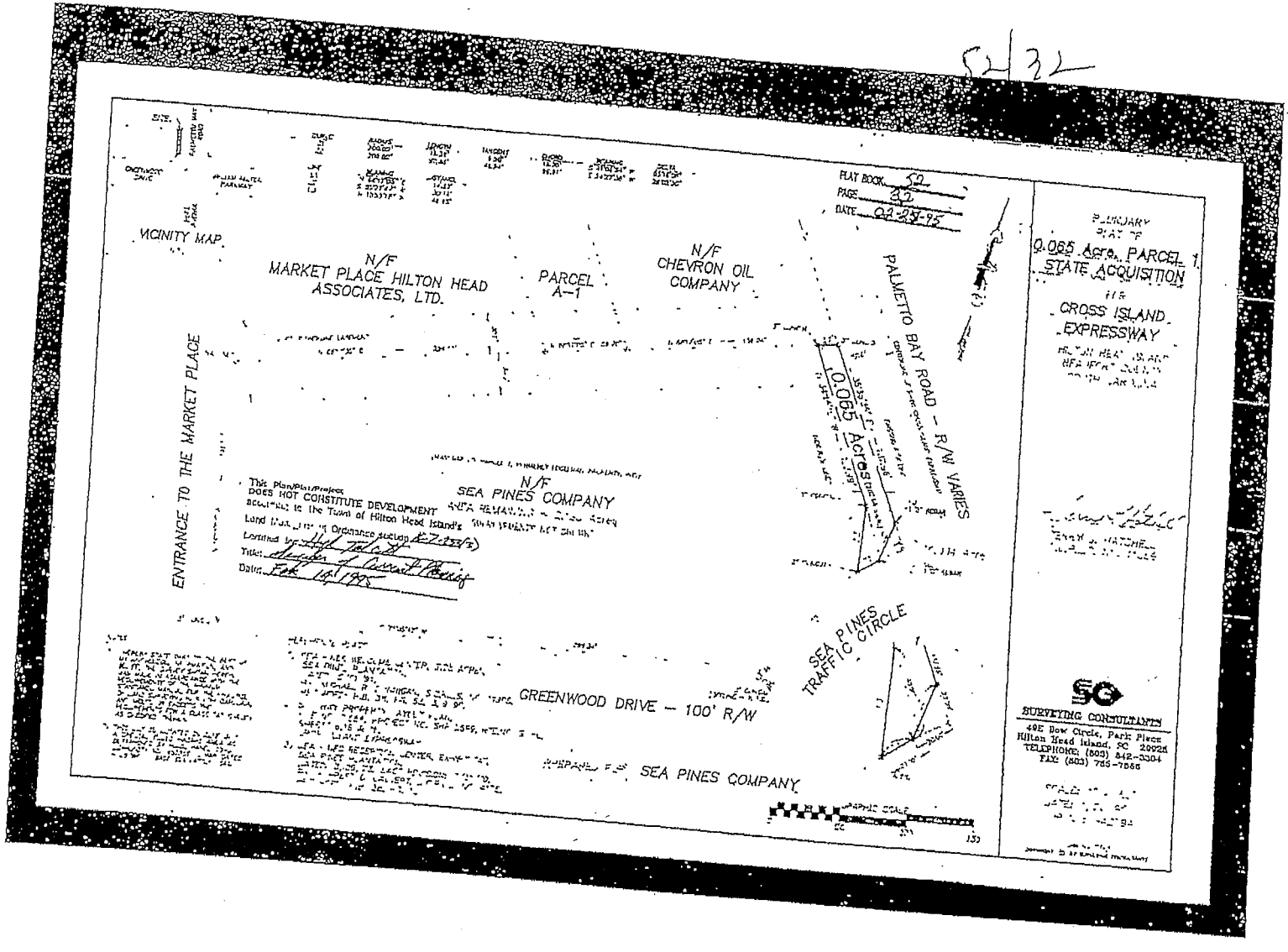
38p53 R: 3/9/90

41 118



000720

EXHIBIT 10 2-1



52 32

EXHIBIT 4 & 13

127000

105/101

12/19/60

STATE OF SOUTH CAROLINA,)
)
COUNTY OF BEAUFORT.)

EASEMENT

The undersigned Grantor, Charles E. Fraser, of Beaufort County, South Carolina, in consideration of the payment hereinafter agreed upon, hereby grants to the Palmetto Electric Cooperative, Inc. (hereinafter called 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 conveyed to him by deed of J. B. Fraser, Sr., et al recorded in Deed Book 85 at page 343.

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. The line runs generally southwest entering upon property of the grantor between State Highway No. 46 and Broad Creek from lands of the Hilton Head Company and terminating at the sub-station lot heretofore conveyed by the grantor to the grantees. A plat of the sub-station lot is recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 12 at page 83. 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 two (2) mortgages to The Travelers Insurance Company which are recorded in Mortgage Book 63 at page 361 and Mortgage Book 75 at page 76. The grantor is to obtain a release 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 the sum of Fifteen Hundred ($1500.00) 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 treetops on a strip fifty (50) feet wide on each said of the center line as well as all danger trees at a greater distance which would injure the transmission line in falling.

The grantor expressly reserves the right to use the lands described herein for agricultural and every other purpose of such nature as will

000722 EXHIBIT 24

Enmark
000900

101

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 to The Travelers Insurance Company.

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 Palmetto Electric Cooperative, Inc., its successors and assigns, forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Palmetto Electric Cooperative, Inc., its successors and assigns against me and my heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 19th day of December, 1960.

Witnesses:

Ellen W. Rogers

Virginia C. Harrall

Charles E. Fraser

Charles E. Fraser

STATE OF SOUTH CAROLINA,

COUNTY OF BEAUFORT.

Personally appeared before me Ellen W. Rogers and made oath that she saw the within named Charles E. Fraser sign, seal and as his act and deed, deliver the within instrument of writing; and that she with Virginia C. Harrall witnessed the execution thereof.

SWORN to before me this

19th day of December, 1960.

Virginia C. Harrall (LS)

Notary Public for South Carolina.

Ellen W. Rogers

FILED AT 10:30 O'CLOCK A.M.

FEB 1961

BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 103 PAGE 101

R. D. Adams

210/1065

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

210/ 1065

RELOCATION OF EASEMENT AGREEMENT

THIS AGREEMENT, made this 16th 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

12/22/2008 10:03 BEAUFORT CO ROD

000724
EXHIBIT 25

Remark

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 26, at page 194, which drawing is attached hereto and made a part of this description.

12/22/2008 10:03 BEAUFORT CO ROD

Enmark
Title Documents

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 68°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.

12/22/2008 10:03 BEAUFORT CO ROD

Enmark

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

12/22/2008 10:04 BEAUFORT CO ROD

Enmark

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 Tareble, 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

12/22/2008 10:04 BEAUFORT CO ROD

Enmark

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

12/22/2008 10:04 BEAUFORT CO ROD

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officers duly authorized thereunto on the date above first written.

Witness:

Susan Marks

Joan Atkinson

SEA PINES PLANTATION COMPANY

(SEAL)

By Its Vice President

Attest: Its Asst. Secretary

Witness:

Jane E. Stanley

Barbara L. Wallman

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

(SEAL)

By Its President

Attest: Its Secretary

Witness:

Tricia L. Heizer

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

(SEAL)

By Its General Manager

Attest: 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. Dexter its Vice President, sign the within instrument, and R. Richard Wentz 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 Joan Atkinson witnessed the execution thereof.

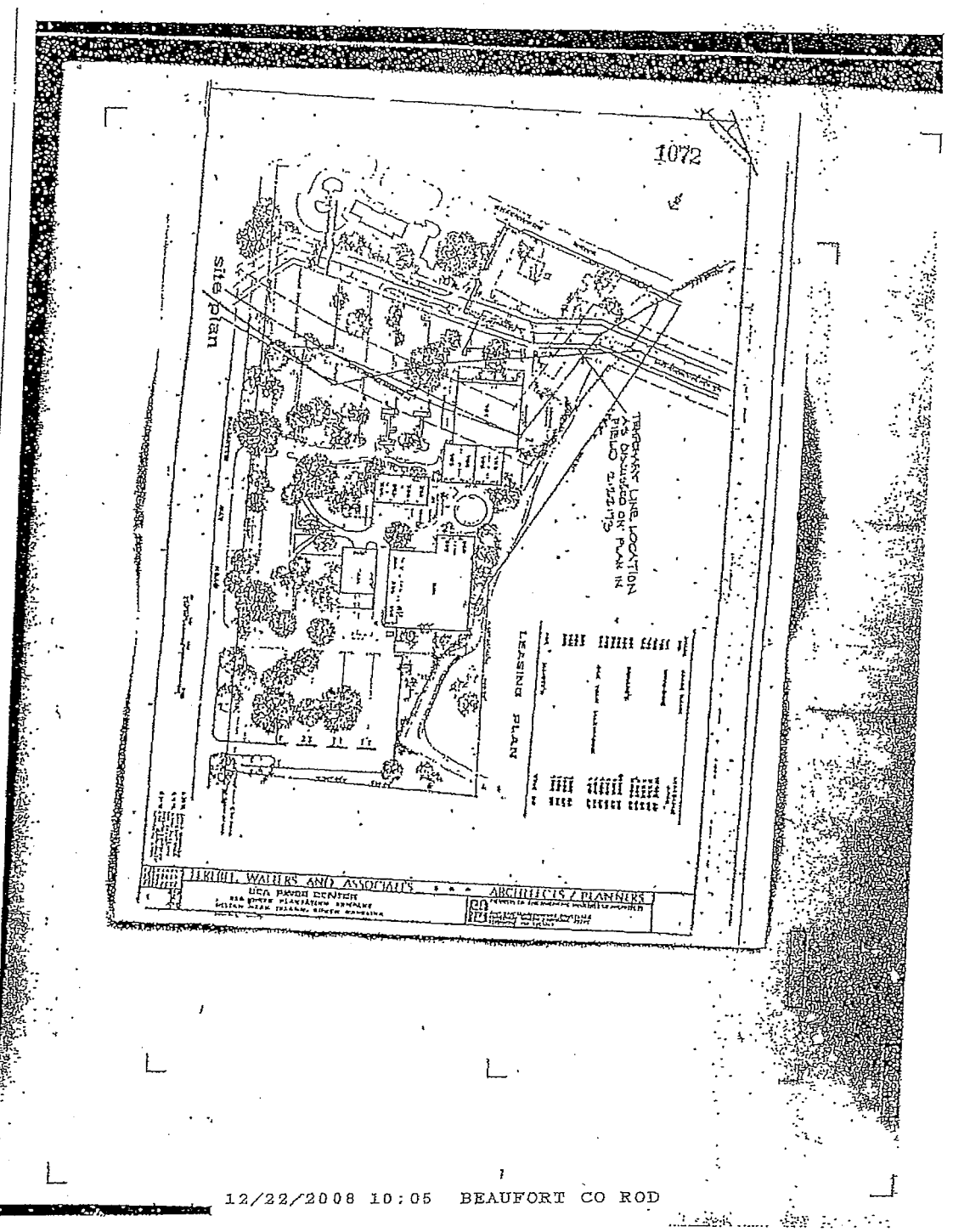
Susan Marks

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

Joan Atkinson (L.S.)
Notary Public for South Carolina
My Commission expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires February 22, 1983

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Title Documents



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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me Jane E. Stuckey and made oath that she saw the within named CENTRAL ELECTRIC POWER COOPERATIVE, INC., by David C. Summer, its President sign the within instrument, and C.H. Pinson, 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 J. Hellman witnessed the execution thereof.

Jane E Stuckey

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

(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. Griggs and made oath that she saw the within named SOUTH CAROLINA PUBLIC SERVICE AUTHORITY, by Sub Thomas, its General Manager, sign the within instrument, and L.P. Desmond, 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. Fink, Jr. witnessed the execution thereof.

Terrie L Griggs

SWORN to before me this
25th day of May, 1973.

(L.S.)
Notary Public for South Carolina
My Commission expires: 5-1-78

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FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
11:20 CLK	JUN 11 1973	405 PAGE
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M.M. Reeder D.C.
CLERK OF COURT OF COMMON PLEAS

- 8 -

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STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF SEA PINES PLANTATION COMPANY TO BE USED FOR GASOLINE STATION SITES

PLAINTIFF'S DEPOSITION EXHIBIT 8
NGAD 800-631-6989

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located on Hilton Head Island in Beaufort County, South Carolina, and;

WHEREAS, Sea Pines Plantation Company wishes to make covenants applicable to portions of its lands in Beaufort County:

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to lands conveyed in the future by Sea Pines Plantation Company by deeds hereafter made which make reference to this declaration of covenants.

1. No building, fence or other structure shall be erected, placed or altered on any lot conveyed subject to these covenants until the proposed building plans, specifications, exterior color or finish, construction materials used, plot plan (showing the proposed location of such buildings or structure, drive and parking areas), and construction schedule shall have been approved in writing by Sea Pines Plantation Company ("Company"), of any building or any structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. No tree or bush shall be removed from the property nor any landscaping done on the property without the written approval of the Company. Provided, however, approval shall not be unreasonably withheld and permission shall not be refused

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to make any addition or modification to any structure on the property so long as the proposed addition or modification is constructed of materials of comparable quality with the existing structures on the property and the design of said addition or modification is compatible with the existing structures on the property.

2. All lots subject to these covenants shall be used for the sale of petroleum related automobile and travel trailer products and services. All food items generally dispensed through vending machines may be sold on the premises.

3. It shall be the responsibility of each owner of land subject to these covenants to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such tract which shall tend to substantially decrease the beauty of the surrounding area or the specific lot. In the event owner fails to prevent or eliminate any unclean, unsightly or unkempt condition within five (5) days after written notice from the Comany, the Company shall have the right to enter the premises and correct the condition at owner's expense.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the surrounding area. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the area. However, this provision shall in no way prohibit activities that are normal, necessary and incidental to the maintenance and operation of an automotive service station on the premises.

5. In the event the owner desires to sell a lot subject to these covenants, together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bonafide offer has been made for the property, and the said Company shall have thirty (30) days within

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which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price then the owner of said property shall have the right to sell said property, subject however, to all the covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

6. The location, size and design of any sign on the lot must be approved by the Company.

7. The exterior of any structure on the property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergency or natural calamities.

8. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

9. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

10. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot subject to these covenants at any time, either temporarily or permanently, without written approval by the Company.

11. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure within a screened area as required in paragraph eight herein, or buried underground.

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12 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants in whole or in part, has been recorded, agreeing to change said covenants in whole or in part.

Dated this 12th day of March 1974.

SEA PINES PLANTATION COMPANY

By Its President

Attest: Its Asst Sec'y

WITNESSES:

Phyllis S. Harris

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

1958

PROBATE

PERSONALLY appeared before me Phyllis T. Horry, who, being duly sworn, deposes and says that She saw SEA PINES PLANTATION COMPANY by Charles E. Fraser, its President, and SLOAN PHILLIPS, its Asst Secretary, sign and seal, and as its act and deed, execute the foregoing instrument for the uses and purposes therein mentioned and that She with Susan Jacoby witnessed the execution thereof.

Phyllis T. Horry

SWORN to and subscribed
before me, this 12
day of MARCH, 1973.

Notary Public for South Carolina
My Commission expires:
My Commission Expires August 25, 1981

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
4:30 O'CLOCK P M	MAR 14 1974	218 PAGE 1954

Anita B. Miller
DEP CLERK OF COURT OF COMMON PLEAS

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® 7/25/75.

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, ~~a copy of which is attached hereto as "Exhibit A"~~ recorded in the office of the Clerk of Court for Beaufort County South Carolina in Plat Book 23 at Page 159; and

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

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EXHIBIT 27

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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

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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, which ever 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

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"MARKET PLACE"

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

By: _____

Its: General Partner

Robert P. Lowe

Witness: _____

Sally A. Hobman

Witness: _____

STATE OF ~~SOUTH CAROLINA~~ Georgia
COUNTY Fulton

Personally appeared before me Robert P. Lowe and made oath that he saw the within-named R. Pinckney ~~and~~ sign, seal, and, as ~~his~~ act and deed, deliver the within-written Cross Easements Agreement; and that with Sally A. Hetman witnessed the execution thereof.

per general partner of Market Place-Hilton Head Associates, Co. as its

Robert P. Lowe

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

Sally A. Hetman
Notary Public for
Georgia, State at Large
My Commission Expires Mar. 13.

HLN

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
10:45 O'CLOCK A. M	JUL 25 1975	250 PAGE 137

Mrs. Anita G. Miller
CLERK OF COURT OF COMMON PLEAS

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3/16/79

279 P 905

® 4/4/79

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

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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

As Its: President

ATTEST: Charles E. Fraser

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: _____

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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

Marion Reeder

Donald L. Debnam

By: _____

Its: General Partner

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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

02/26/2013 15:34 BEAUFORT CO ROD

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STATE OF ~~SOUTH CAROLINA~~ California)
)
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, Its General Partner, its sign, seal and, as 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.

Notary Public for
Los Angeles County, California

OFFICIAL SEAL
D. BASQUE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires APR 16, 1979

FILED AT 9:25 A M
BEAUFORT COUNTY S. C.
APR 4 1979
RECORDED IN BOOK 279 PAGE 906
Roxanne W. Bennett
CLERK OF COURT OF COMMON PLEAS D.C.

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EASEMENT

WILSON & COLTRANE, P.A. 556
P.O. Box 21668
1000 Main Street
Hilton Head Island, South Carolina 29925-1668

ASA, INC., for itself and any future owners of the Property and its respective heirs, personal representatives, successors, assigns and transferees, (collectively "Grantor") does hereby grant to CHEVRON U.S.A. INC., a Pennsylvania corporation, and any of its affiliates, successors or assigns and its and their respective employees, agents, servants, contractors and subcontractors (collectively "Grantee") an exclusive easement consisting of the right to enter upon that certain parcel of real property situated in Beaufort County, State of South Carolina, and more particularly described on Schedule A attached hereto and, as such, made a part hereof located at 3 Palmetto Bay Road, Hilton Head Island, South Carolina, also known as Facility No. 50172, ("Property") in order to undertake and perform corrective work with respect to certain environmental contamination on, over or under the Property. The Grantee has simultaneously herewith conveyed the Property to Grantor. This Easement is granted pursuant to that certain Purchase and Sale Agreement, dated March 23, 1993, between Grantee and Grantor Alice B. Means (the "Agreement") to which express reference is hereby made with the terms and conditions of the Agreement, to the extent applicable, being incorporated herein by this reference. The corrective work to be performed by Grantee hereunder is to be in accordance with and subject to the terms and conditions of the Agreement, to the extent applicable, and the following terms and conditions of this Easement:

1. In the event Grantee elects, as it has a right to do under the Agreement, to participate in a state administered restoration program, if available relative to the Property, this Easement shall serve to give the applicable governmental authority and its employees, agents, servants, contractors and subcontractors the same right of access to the Property as herein granted to Grantee, and, further in which event, Grantee shall have the right to transfer to such applicable governmental authority, in whole or in part, its ownership in any wells and equipment and other personal property which have been installed at or placed on the Property under the terms of this Easement.

2. This Easement specifically includes, but is not limited to, Grantee's right to: (a) install, use, monitor and ultimately remove or abandon in place soil borings and observation wells; (b) construct, maintain and ultimately remove or abandon in place various mechanical devices designed to aid in the monitoring and remediating effort; and (c) do whatever else in connection therewith as Grantee or applicable governmental authority may require or see fit and proper. Except as otherwise expressly provided, all wells, equipment and other personal property installed or owned by or otherwise belonging to Grantee will remain the property of Grantee, and Grantee will be responsible for all such wells, equipment and other personal property.

3. Grantor understands and accepts that the work that may be undertaken hereunder, either by Grantee or the applicable governmental authority and their respective employees, agents, servants, contractors and subcontractors, may disturb or interfere with the ingress to, egress from and Grantor's use of or operations on the Property. Grantee and its employees, agents, servants, contractors and subcontractors will attempt, as best they can under the circumstances, to minimize any such disturbance or

EXHIBIT 29

interference. Grantor agrees that it shall not interfere with or obstruct Grantee's work hereunder. Grantor further acknowledges and agrees that the work contemplated hereunder by either Grantee or the applicable governmental authority shall be conducted in accordance with such methods as Grantee or the applicable governmental authority, as the case may be, may elect in its sole discretion. Grantee shall indemnify and hold Grantor harmless from and against any and all claims for personal injury or property damage arising out of the work which Grantee shall perform hereunder on the Property, except to the extent Grantor or its employees, agents, servants, contractors, or subcontractors may be negligent or at fault. Grantee's duty to so indemnify and hold Grantor harmless shall not, to the extent that Grantee and its employees, agents, servants, contractors and subcontractors comply with the terms of this Easement, include damages arising from the disturbance or interference with ingress to, egress from and Grantor's use of or operations on the Property which is caused by the work undertaken hereunder, and, in which case, Grantor agrees that it shall be without recourse of any nature against Grantee with regard thereto. Grantor also agrees that Grantee shall not be responsible in any way for such disturbance or interference with the ingress to, egress from and Grantor's use of or operations on the Property or other damages of whatsoever kind and nature caused by work undertaken hereunder by applicable governmental authority and its employees, agents, servants, contractors and subcontractors.

4. Grantee shall provide to Grantor, within a reasonable time after completion of the work, the final results of all sampling, tests and other data generated from the work to be performed hereunder on the Property, including all final reports submitted to governmental authorities. This information will be provided to Grantor for informational purposes only, and it is not intended that Grantor rely on this information for any other purposes. If Grantor requires information about the Property for decision-making purposes, Grantor shall conduct its own review and evaluation.

5. Grantee will restore the surface of the Property to the same condition as prior to the work to be performed hereunder.

6. Grantor understands and fully intends that Grantee should rely on this Easement in performing all such work on the Property.

7. Upon determination, as set forth in the Agreement, that the corrective work hereunder has been completed, this Easement shall terminate.

8. This Easement shall be deemed to run with the land.

9. Grantor recognizes and agrees that neither this Easement nor the undertaking by Grantee hereunder shall constitute an admission by Grantee of any liability or responsibility.

10. This Easement shall be construed in accordance with the law of South Carolina.

11. If this Agreement is executed on behalf of a corporation, then by its execution the officer signing certifies that that officer has the authority to execute this Agreement on behalf of the corporation and that that officer acknowledges Grantee's reliance on this certification.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this 26 day of August, 1993.

GRANTOR:
ASA, INC.

By: Alice B Means

Print: Alice B Means

Its: President

WITNESSES:

Jan Ann Gaudin

J K Pratt

The property affected by this instrument was conveyed to Grantor by deed dated August 23, 1993, and recorded at Book _____, Page _____, County of Beaufort, South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF Beaufort

The foregoing instrument was acknowledged before me this 26 day of August, 1993, by Alice B Means, President of ASA, INC., on behalf of the corporation.

J K Pratt
Notary Public for SC.
My Commission Exp 6/24/99

GRANTEE:
CHEVRON U.S.A. INC.

By: Harry P. Davis Jr

Print: Harry P. Davis, Jr.

Its: Assistant Secretary

WITNESSES:

Phyllis Flynn

Teresa Lambert

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 25th day of August, 1993, by Harry P. Davis, Jr., Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, on behalf of the corporation.

Lori L. Whatley
Notary Public

LORI L. WHATLEY NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires November 9, 1996

My Commission Expires: November 9, 1996

This instrument prepared by:
BRUCE G. BUHLER
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301

559

STATE OF SC)
COUNTY OF Beaufort)

PROBATE

PERSONALLY appeared before me Jane Ann Sanders, who under oath says that s/he saw the within named Alice B Mead for BSA, Inc., sign and seal the within easement, and as its act and deed, deliver the same, and that s/he with John L. Wilson witnessed the execution thereof.

Jane Ann Sanders

SWORN to before me this 26 day of August, 1993.

Notary Public for S.C.
My Commission Expires: 6/24/95

500

STATE OF Georgia)
) PROBATE
COUNTY OF Cobb)

PERSONALLY appeared before me the undersigned witness, who under oath says that s/he saw the within named Chevron U.S.A., Inc. by its officer, sign and seal the within easement, and as its act and deed, deliver the same, and that s/he with the other witness witnessed the execution thereof.

Phyllis Ginn
Witness Phyllis Ginn

SWORN to before me this 25th day of August, 1993.

Lori L. Whatley
Notary Public for Cobb County, Georgia
My Commission Expires: 11/9/96

LORI E. WHATLEY NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires November 9, 1996

SCHEDULE A

561

All that piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly described as follows:

THAT 0.65 acre tract as shown on plat entitled "Chevron Oil Company" prepared by Forrest F. Baughman, R.L.S., and dated February 11, 1974, said plat being based upon a plat by Amilius & Associates dated August 13, 1973, and last revised on December 6, 1973. The plat prepared by Forrest F. Baughman and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 22 at Page 47. For a more detailed description as to courses, metes, bounds, distances and location, reference to said plat of record is craved.

Being the same property conveyed to Chevron Oil Company, a California corporation, from Sea Pines Plantation Company, a South Carolina corporation, by deed dated March 12, 1974, filed for record March 14, 1974, and recorded in Deed Book 218, Page 1959, in the Office of the Clerk of the Court of Common Pleas of Beaufort County, South Carolina.

Wilson

FILED
THELMA A. ROBERTS
R.M.C.
93 AUG 30 AM 9:47
BK PG
FOLDER #

Wilson

10288

FILED
THELMA A. ROBERTS
R.M.C.
93 SEP 10 AM 10:02
BK 651 PG 556
FOLDER #

562

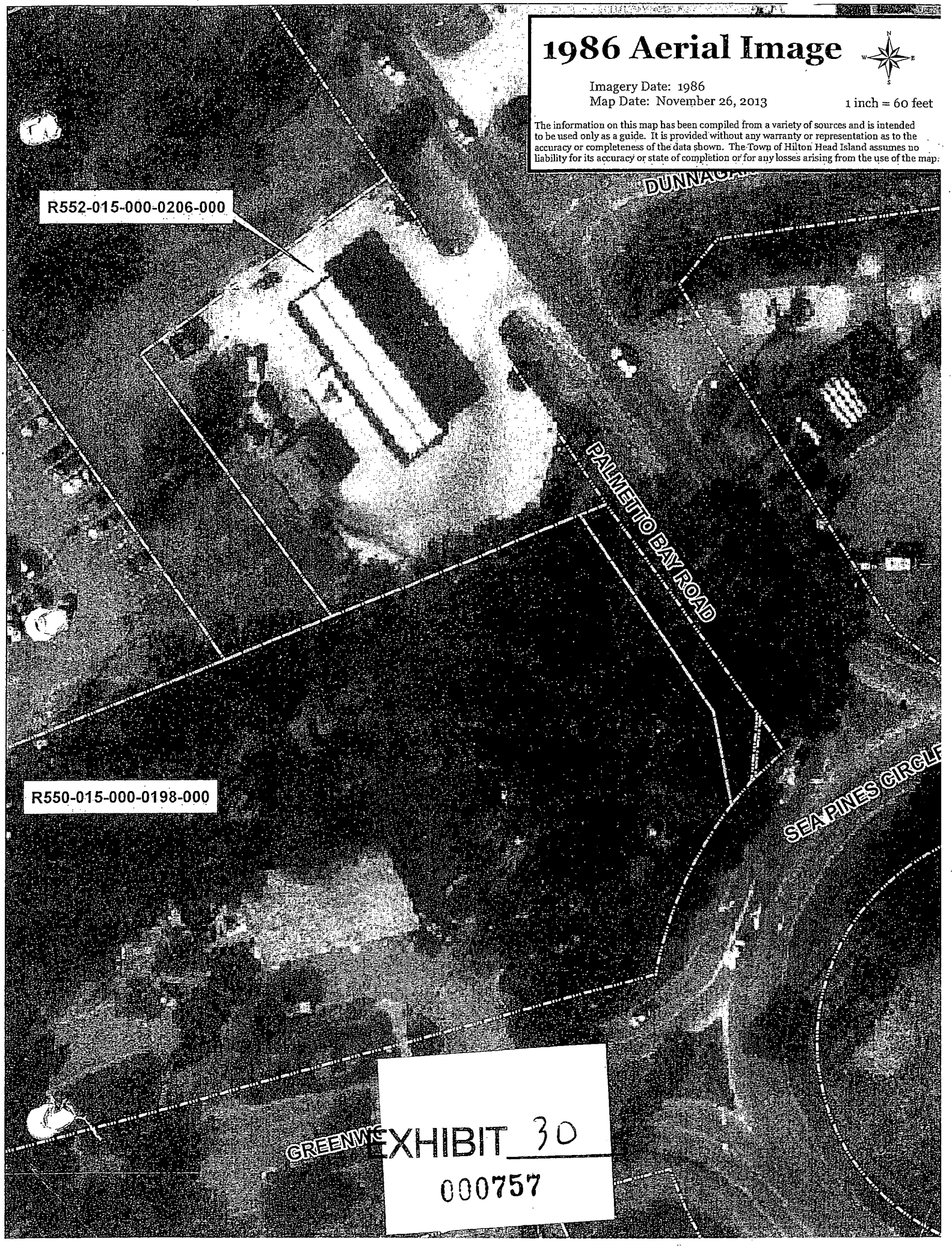
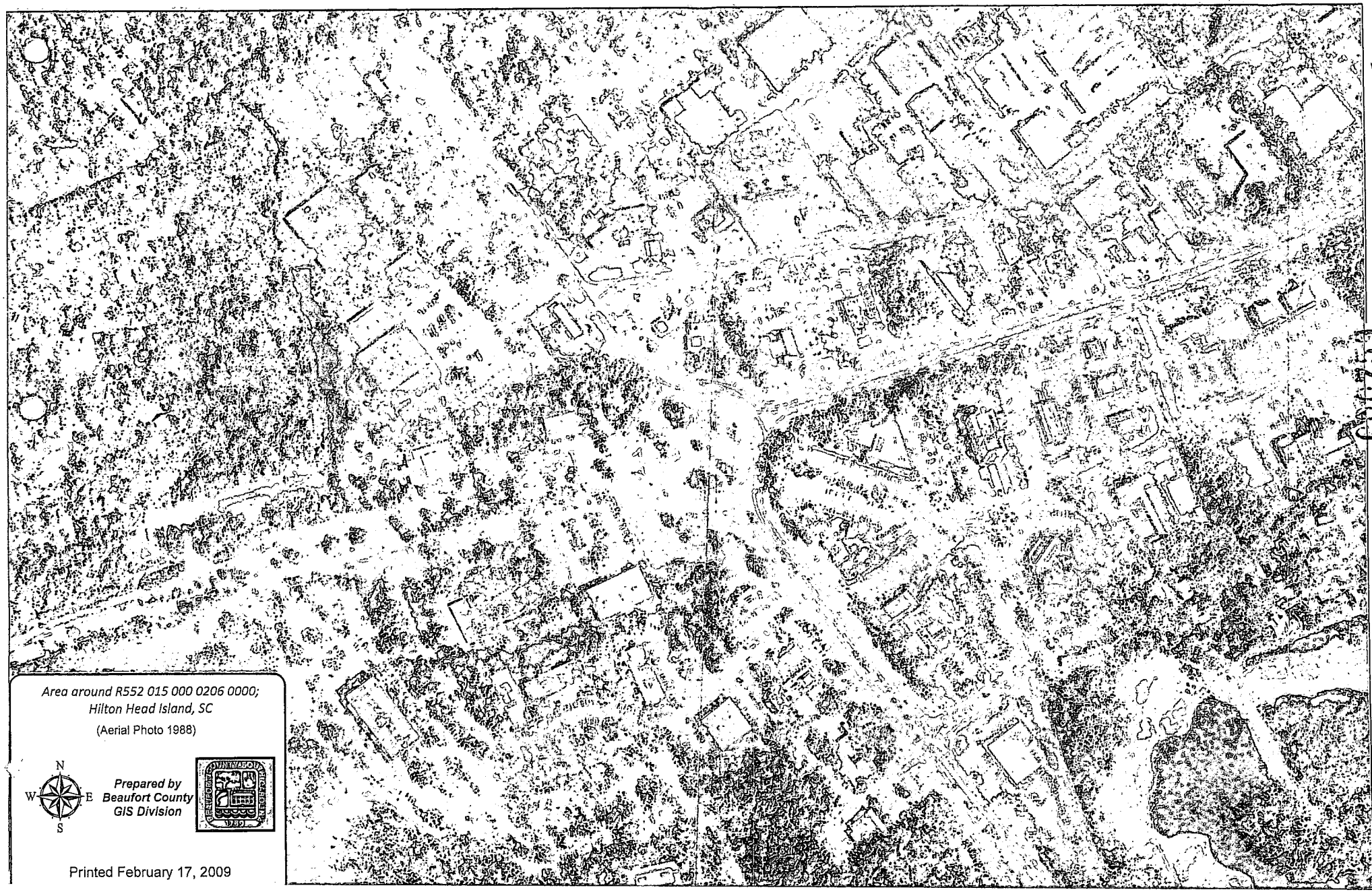

1986 Aerial Image
Imagery Date: 1986
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEAPINES CIRCLE
EXHIBIT 30
000757

EXHIBIT 31


1988
Area around R552 015 000 0206 0000;
Hilton Head Island, SC
(Aerial Photo 1988)
N
W
E
S
Prepared by
Beaufort County
GIS Division
Printed February 17, 2009

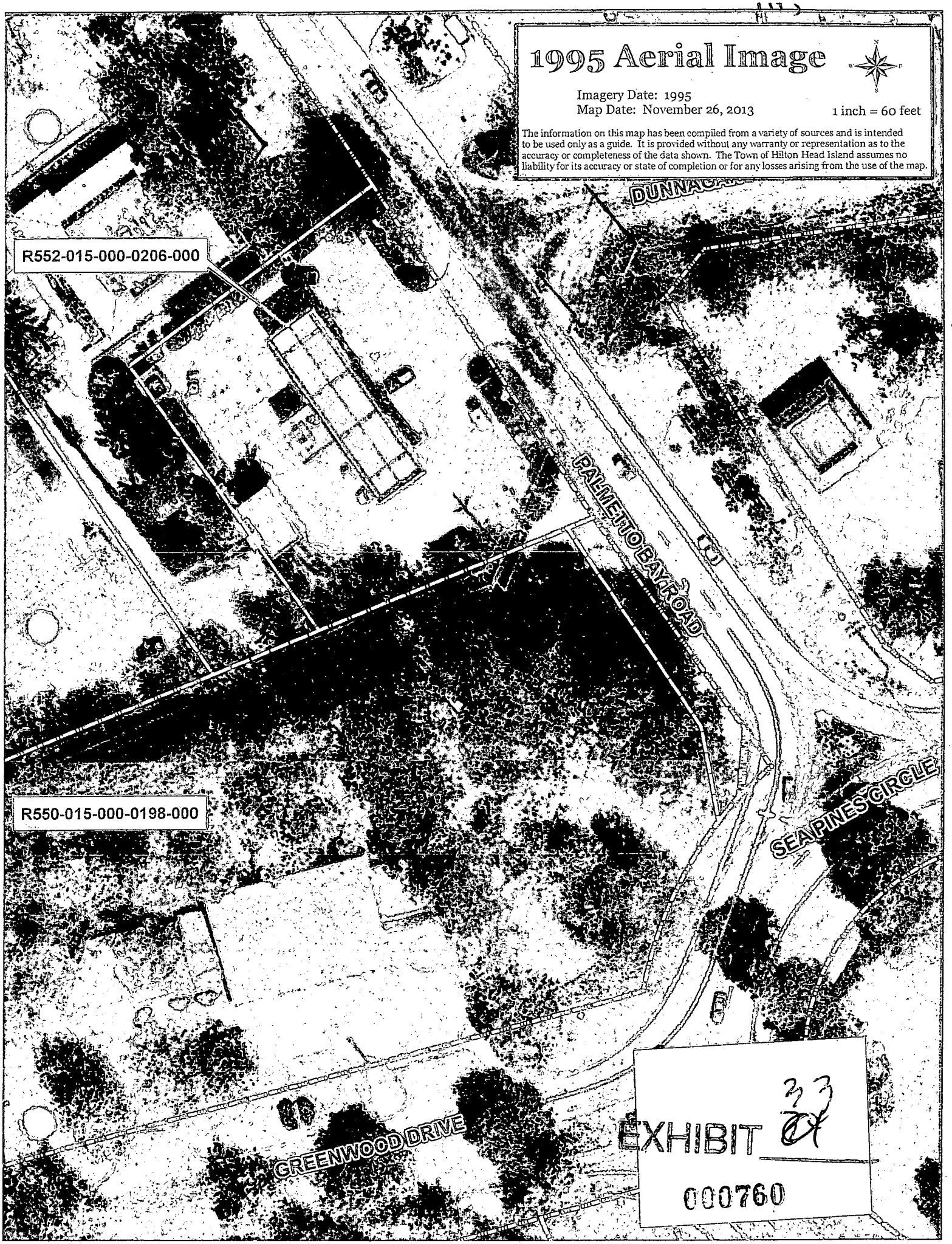

1995 Aerial Image
Imagery Date: 1995
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 33
000760

EXHIBIT 34 SKIPPED

1999

1999 Aerial Image

Imagery Date: 1999
Map Date: November 26, 2013

1 inch = 60 feet

The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

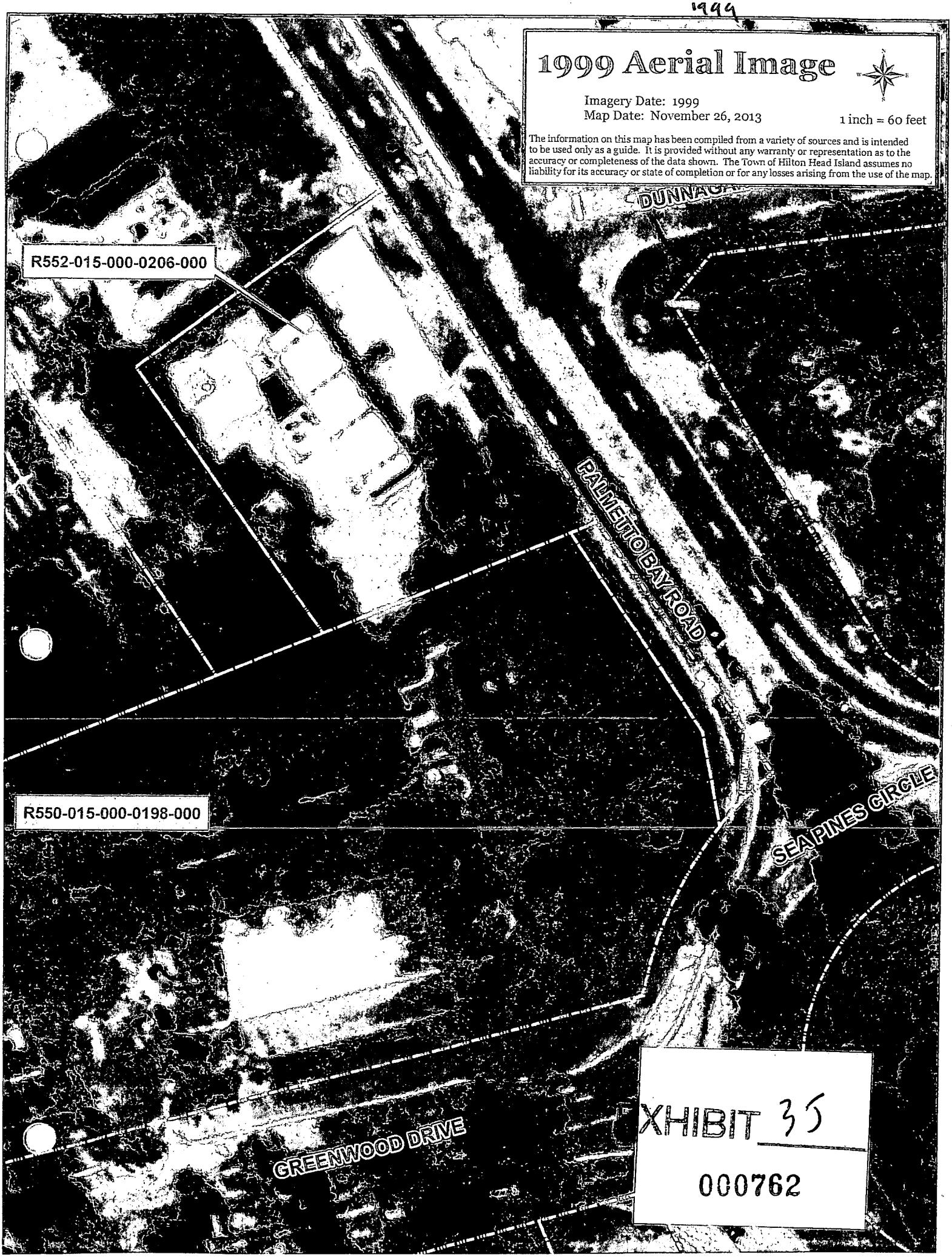
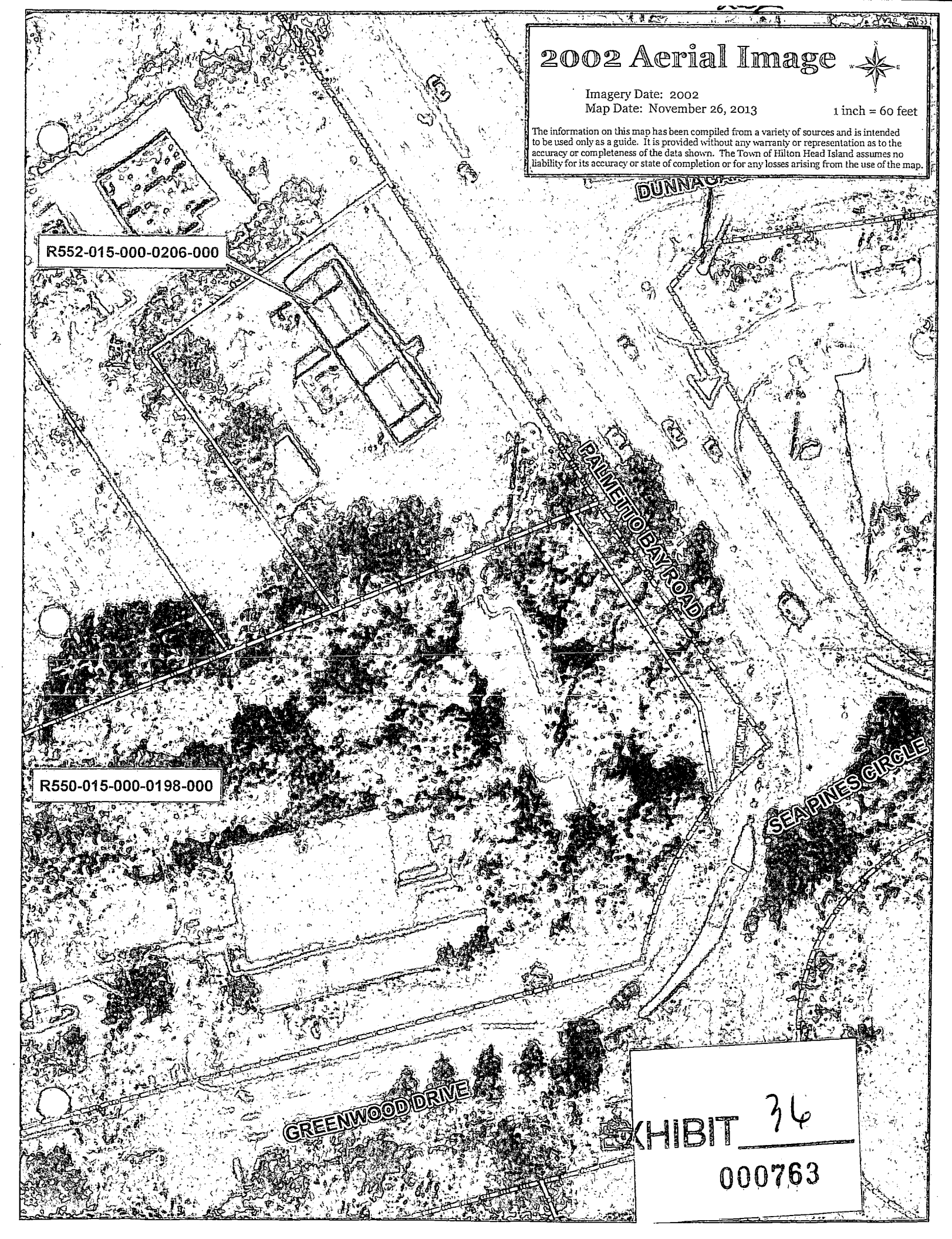
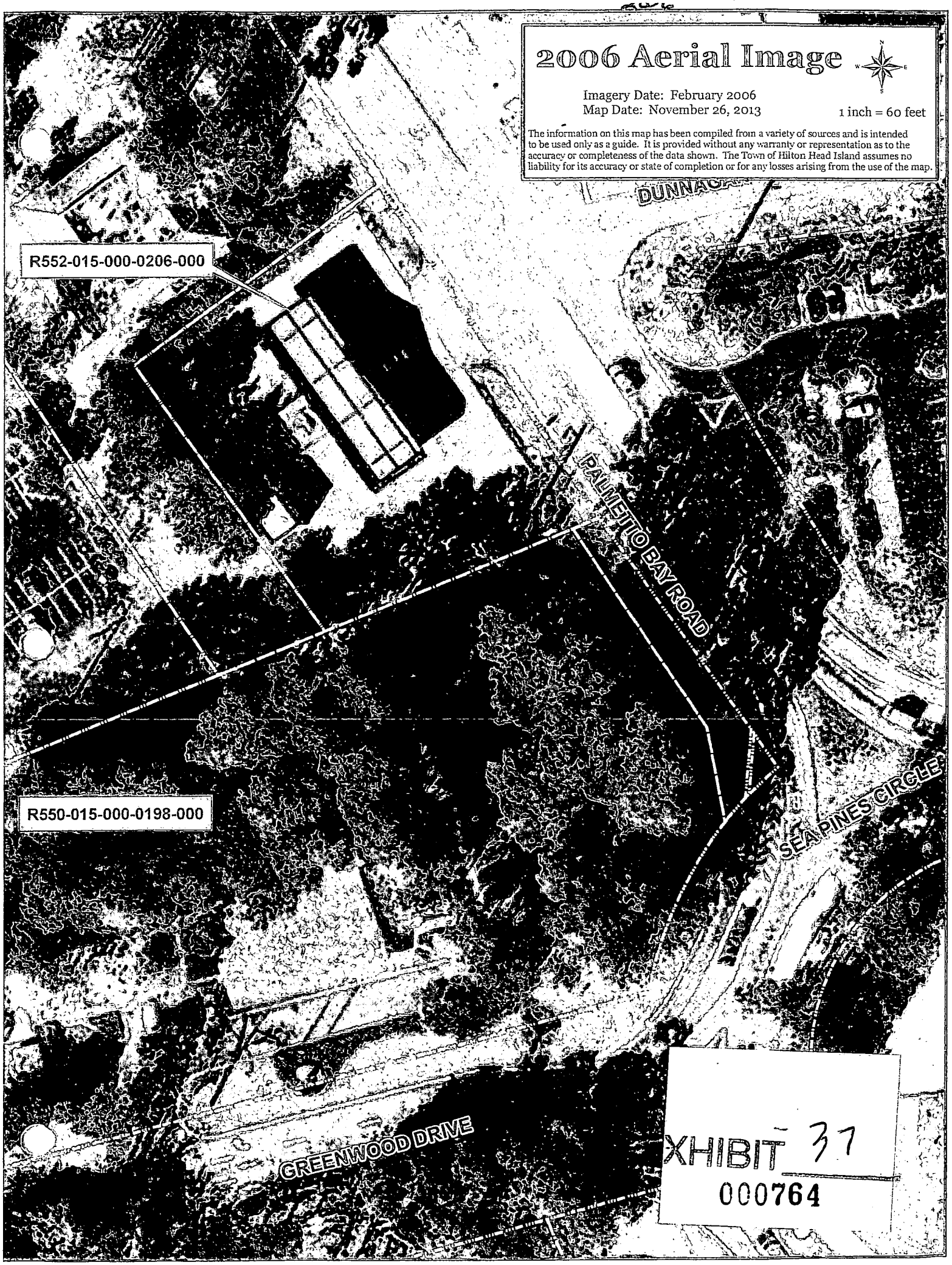
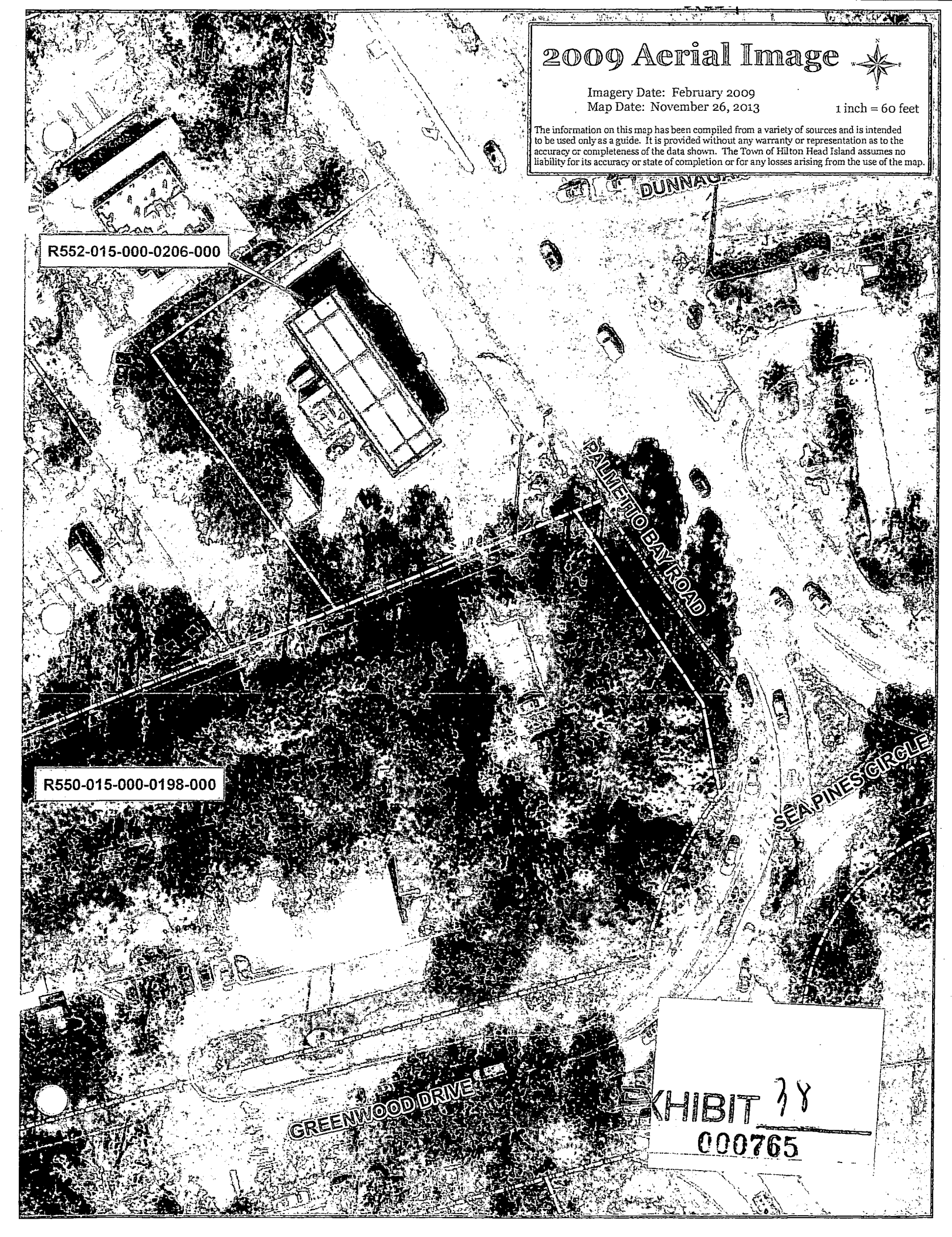


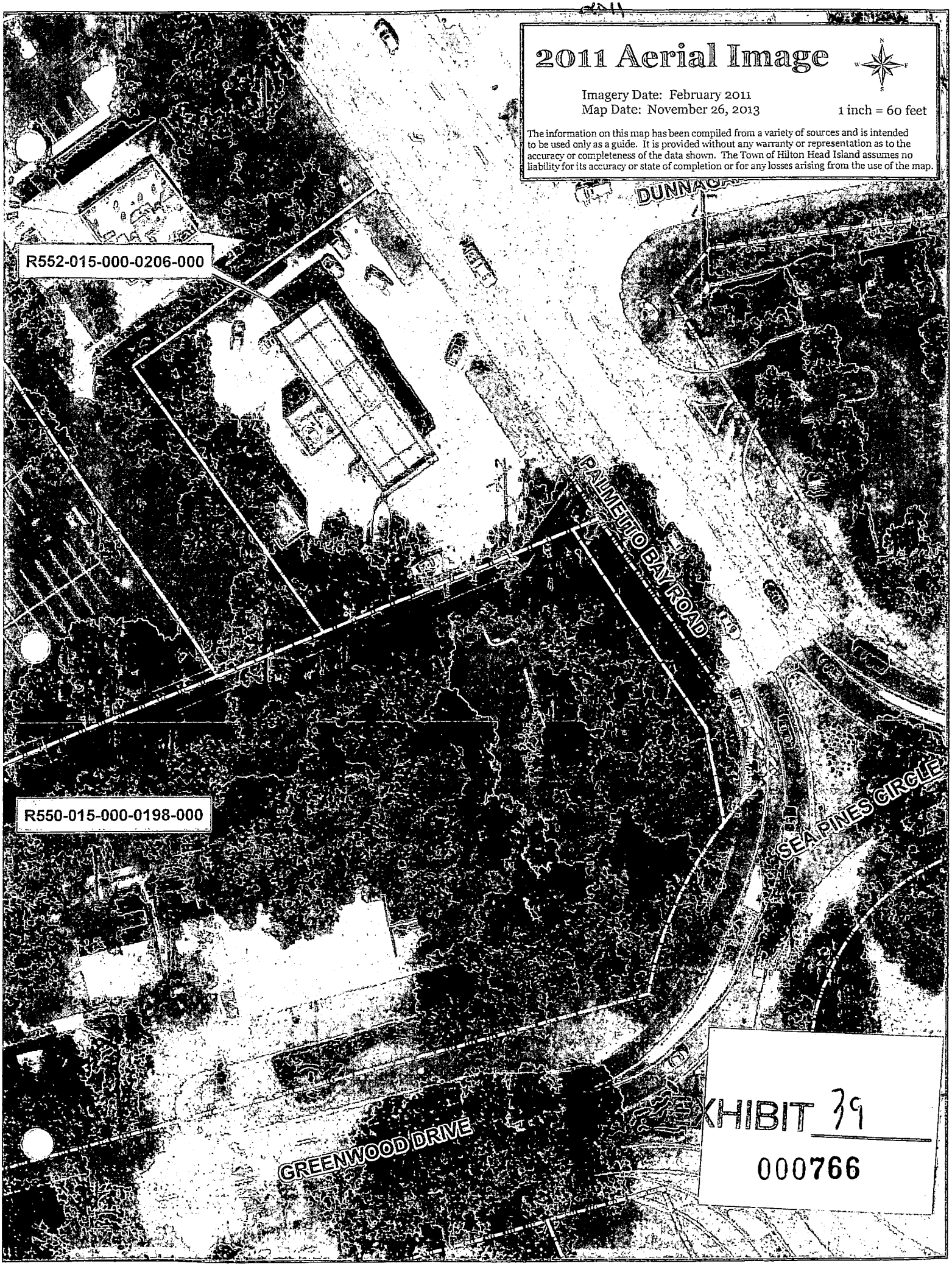
EXHIBIT 35

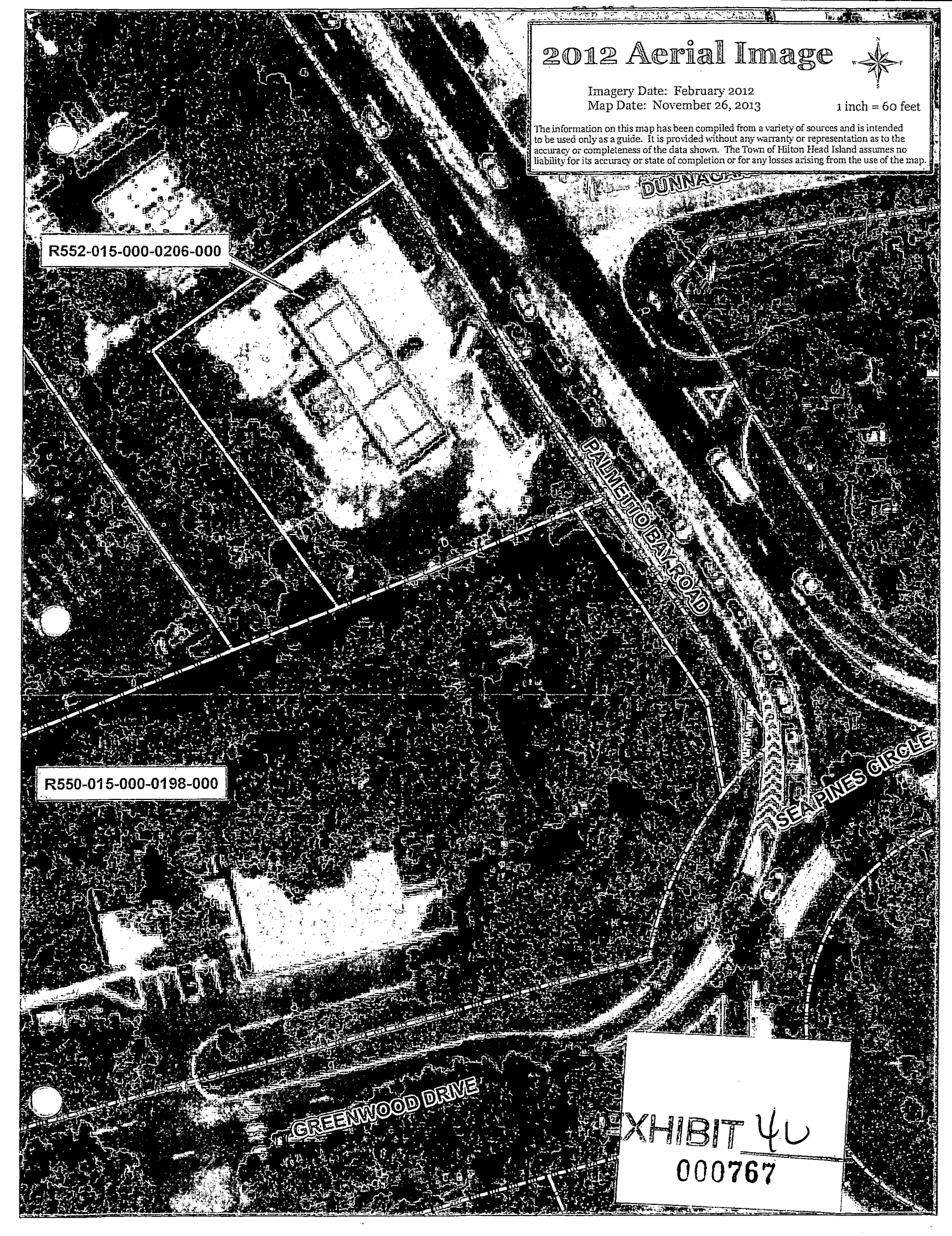
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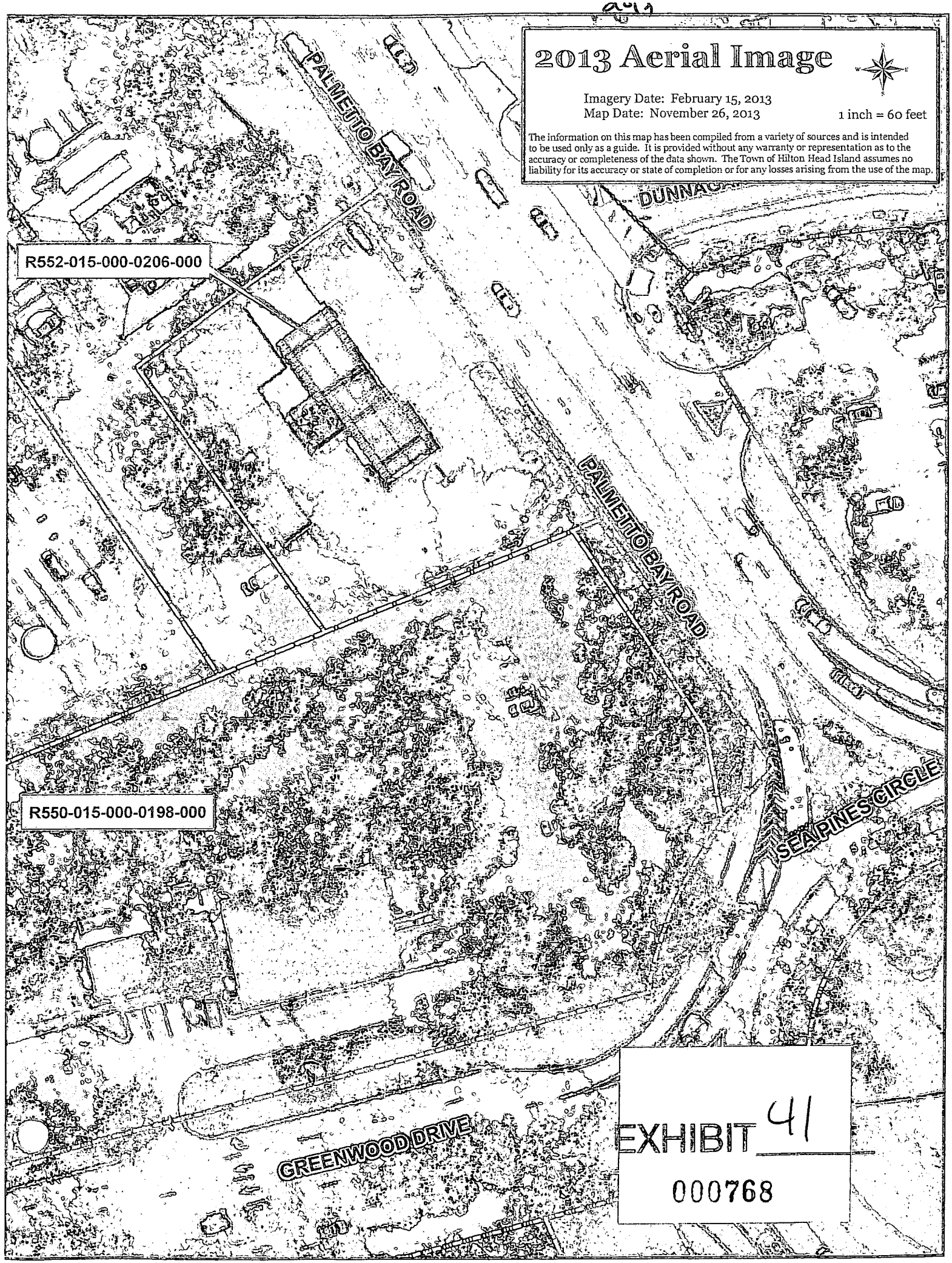

2002 Aerial Image
Imagery Date: 2002
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 36
000763


2006 Aerial Image
Imagery Date: February 2006
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 37
000764


2009 Aerial Image
Imagery Date: February 2009
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 18
000765

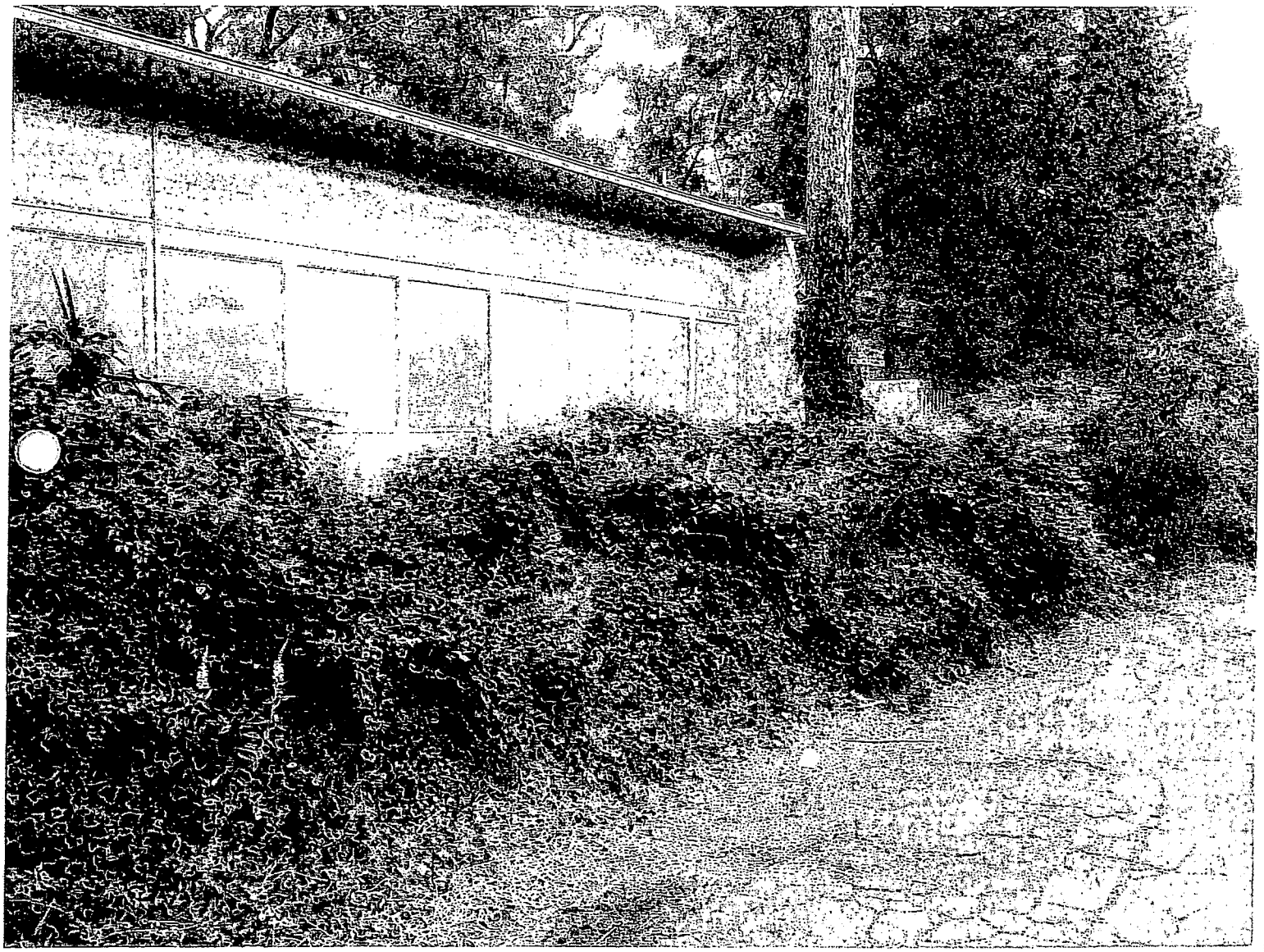

2011 Aerial Image
Imagery Date: February 2011
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 39
000766


2012 Aerial Image
Imagery Date: February 2012
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
R552-015-000-0206-000
R550-015-000-0198-000
PALMETTO BAY ROAD
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 4U
000767


2013 Aerial Image
Imagery Date: February 15, 2013
Map Date: November 26, 2013
1 inch = 60 feet
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.
PALMETTO BAY ROAD
DUNNAGAN
R552-015-000-0206-000
PALMETTO BAY ROAD
R550-015-000-0198-000
SEA PINES CIRCLE
GREENWOOD DRIVE
EXHIBIT 41
000768







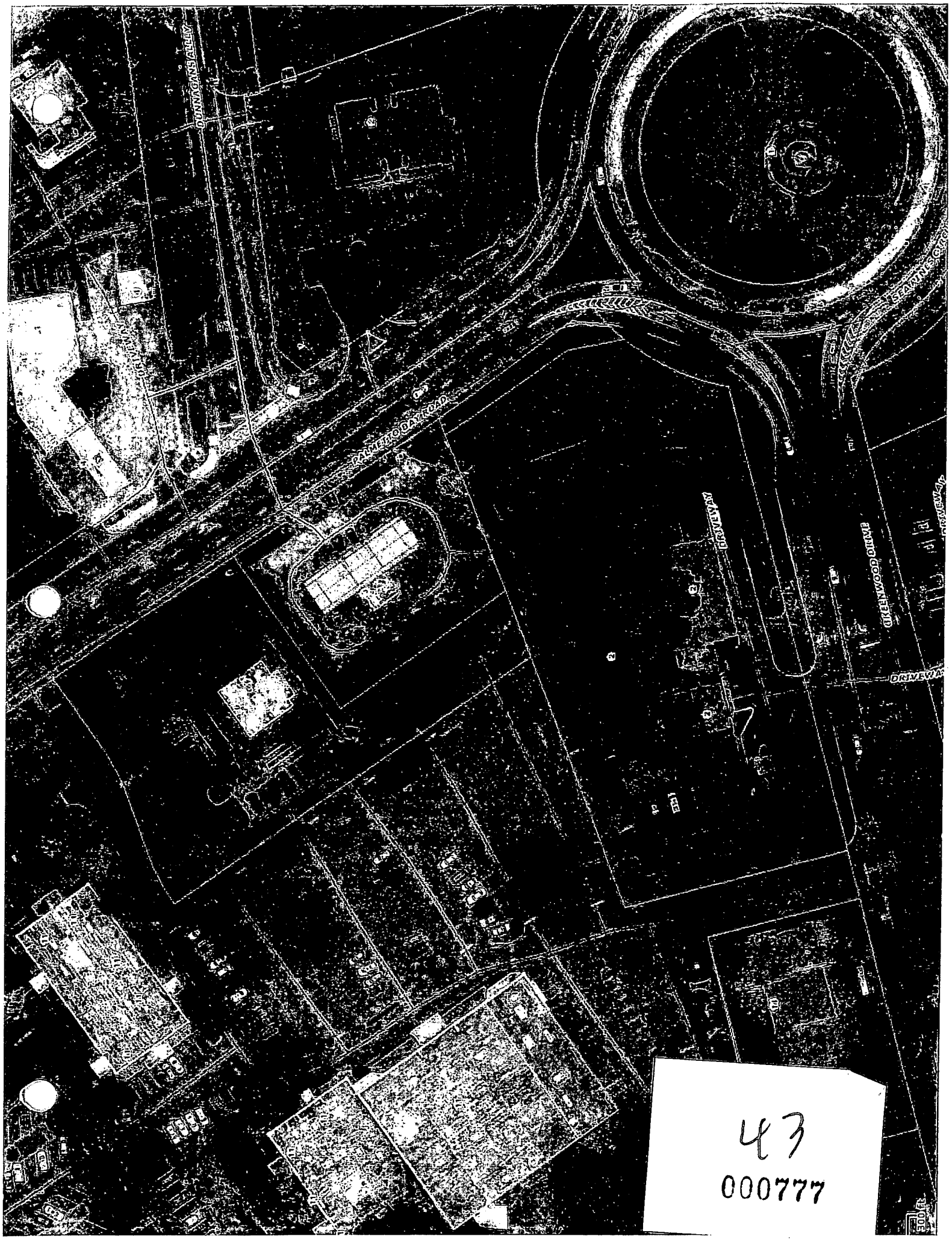

NO
PUBLIC
DUMPING

000773



CJ2000

0000776


DUNNIGANS ALLEY
PALMER OAK ROAD
GREENWOOD DRIVE
DRIVEWAY
DRIVEWAY

43

000777

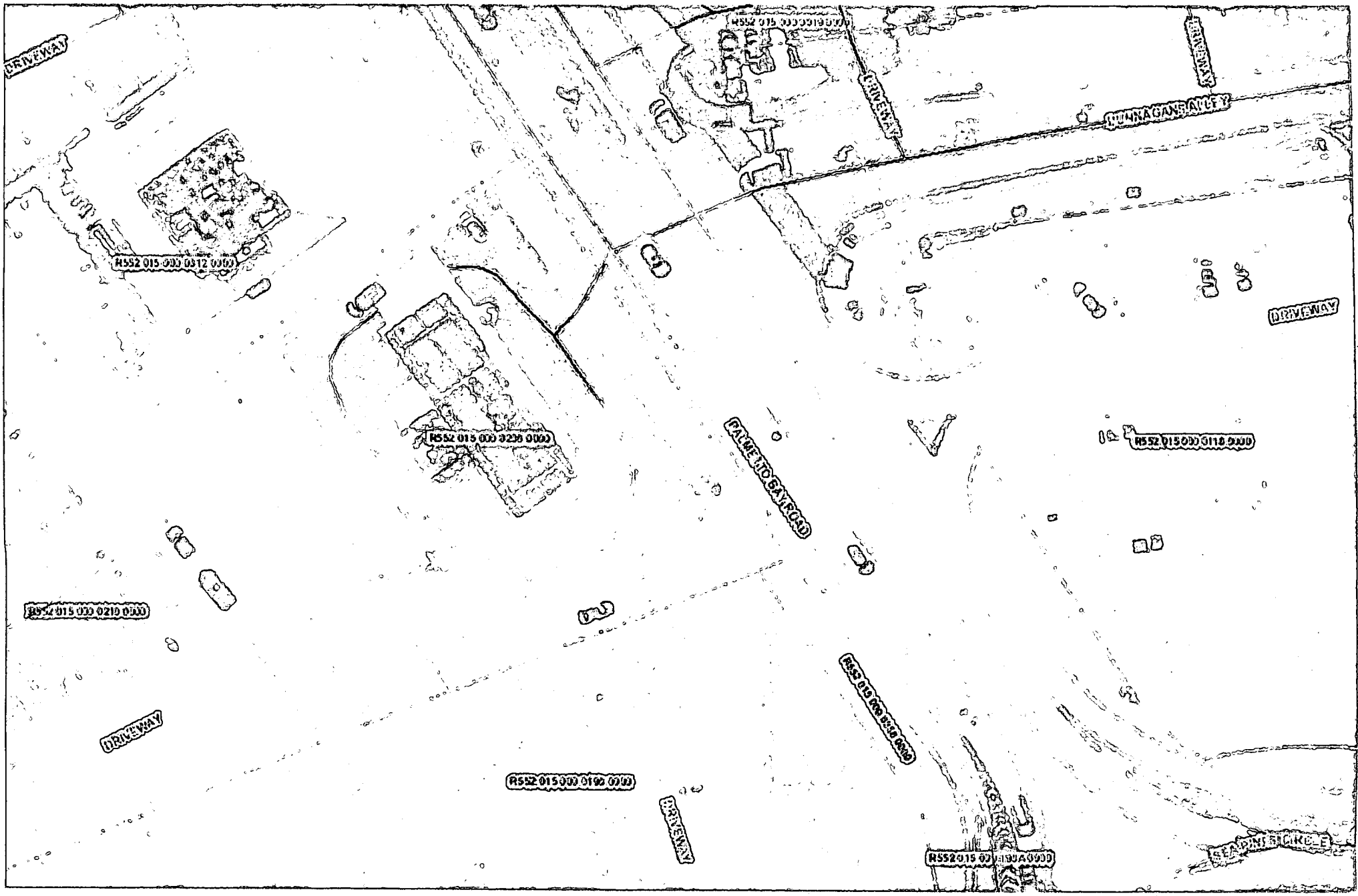
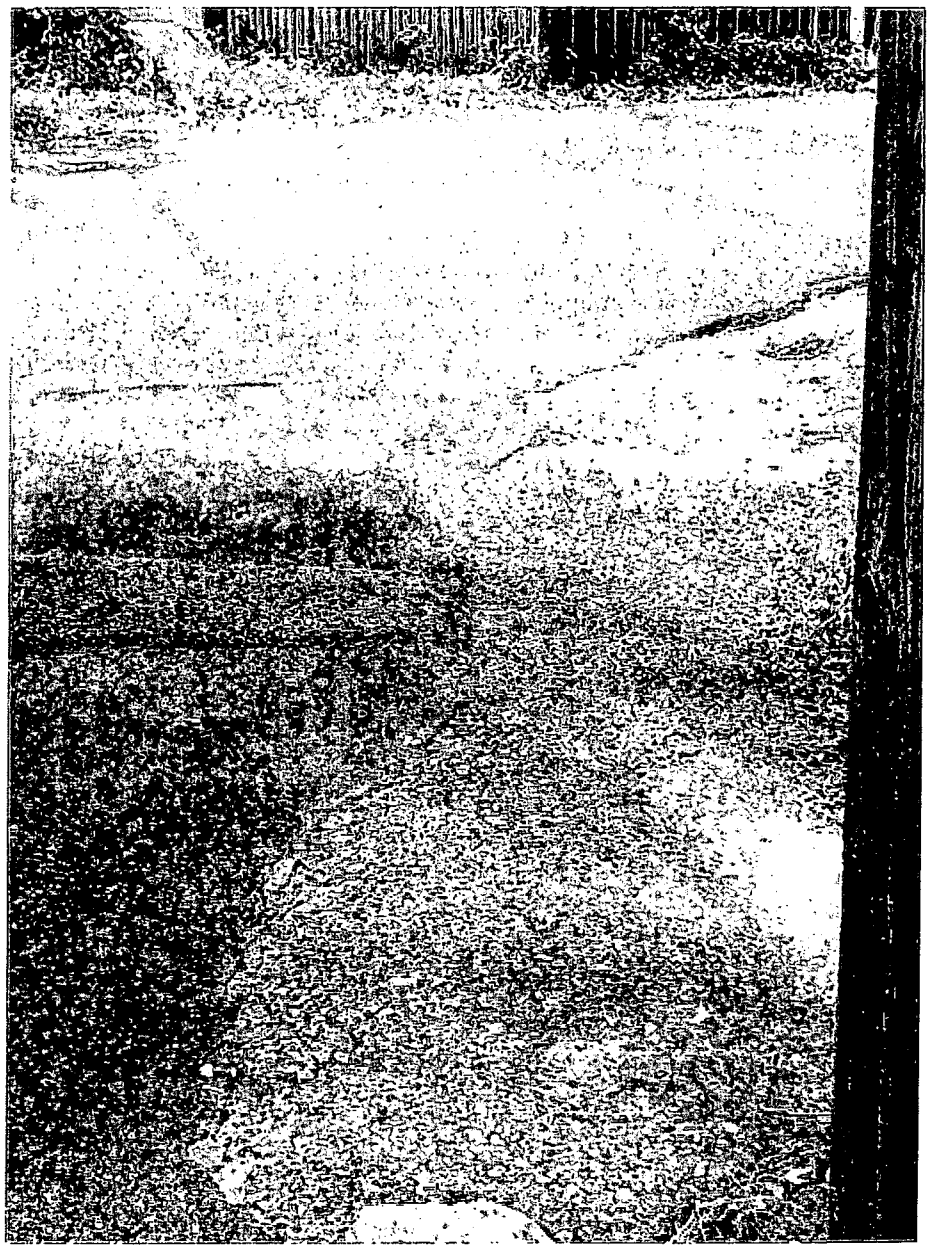


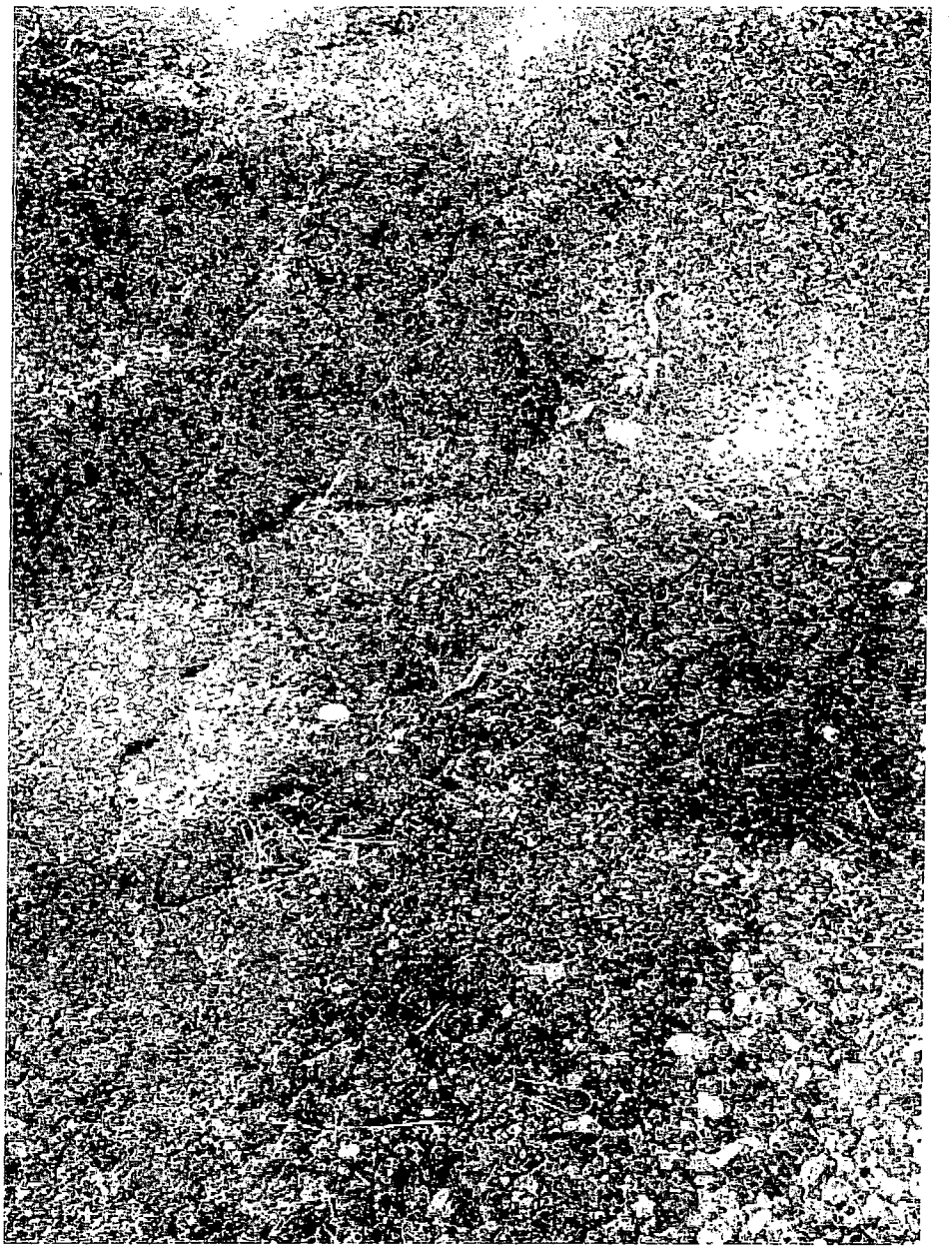
EXHIBIT 44

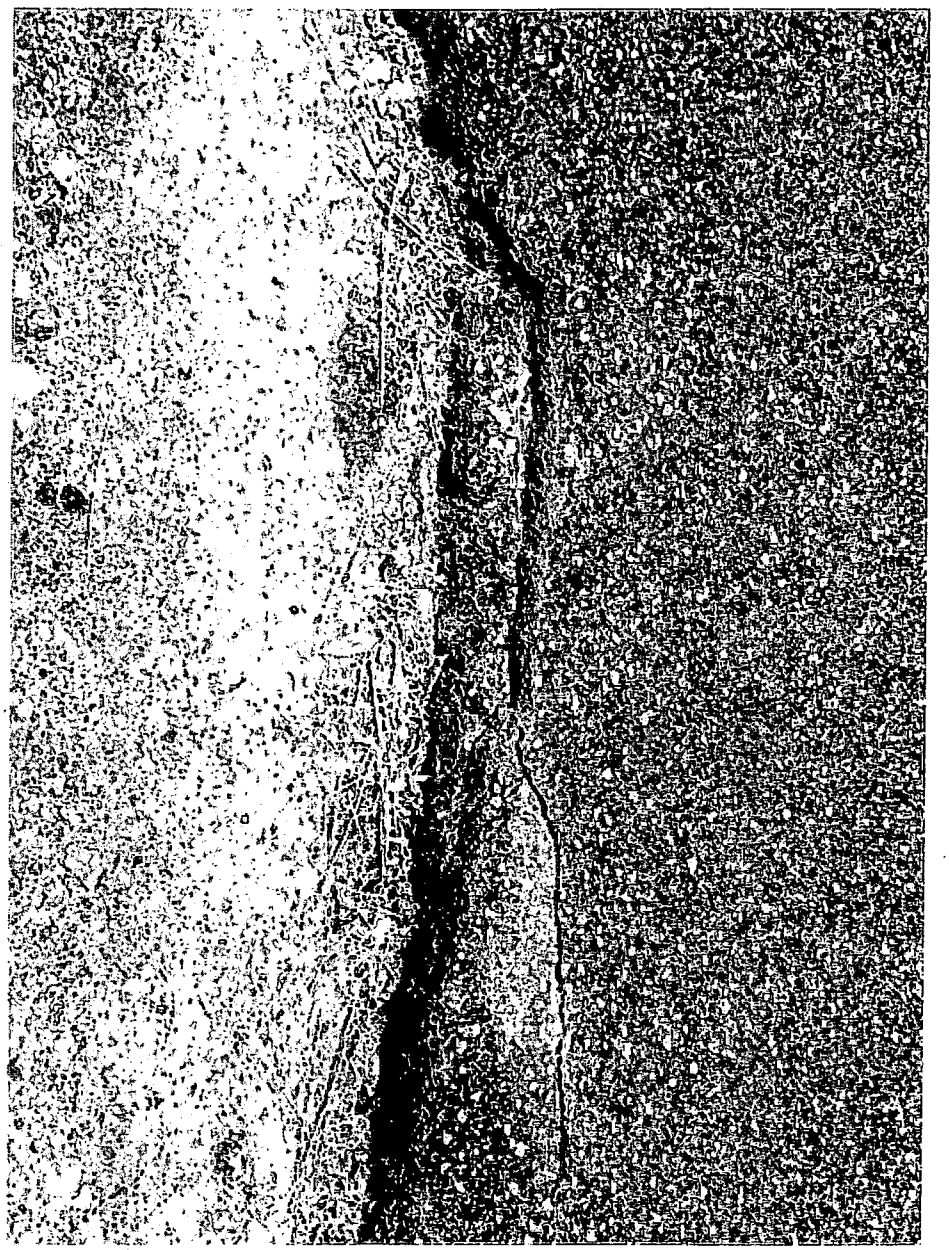
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EXHIBIT 44(A)







Ψ

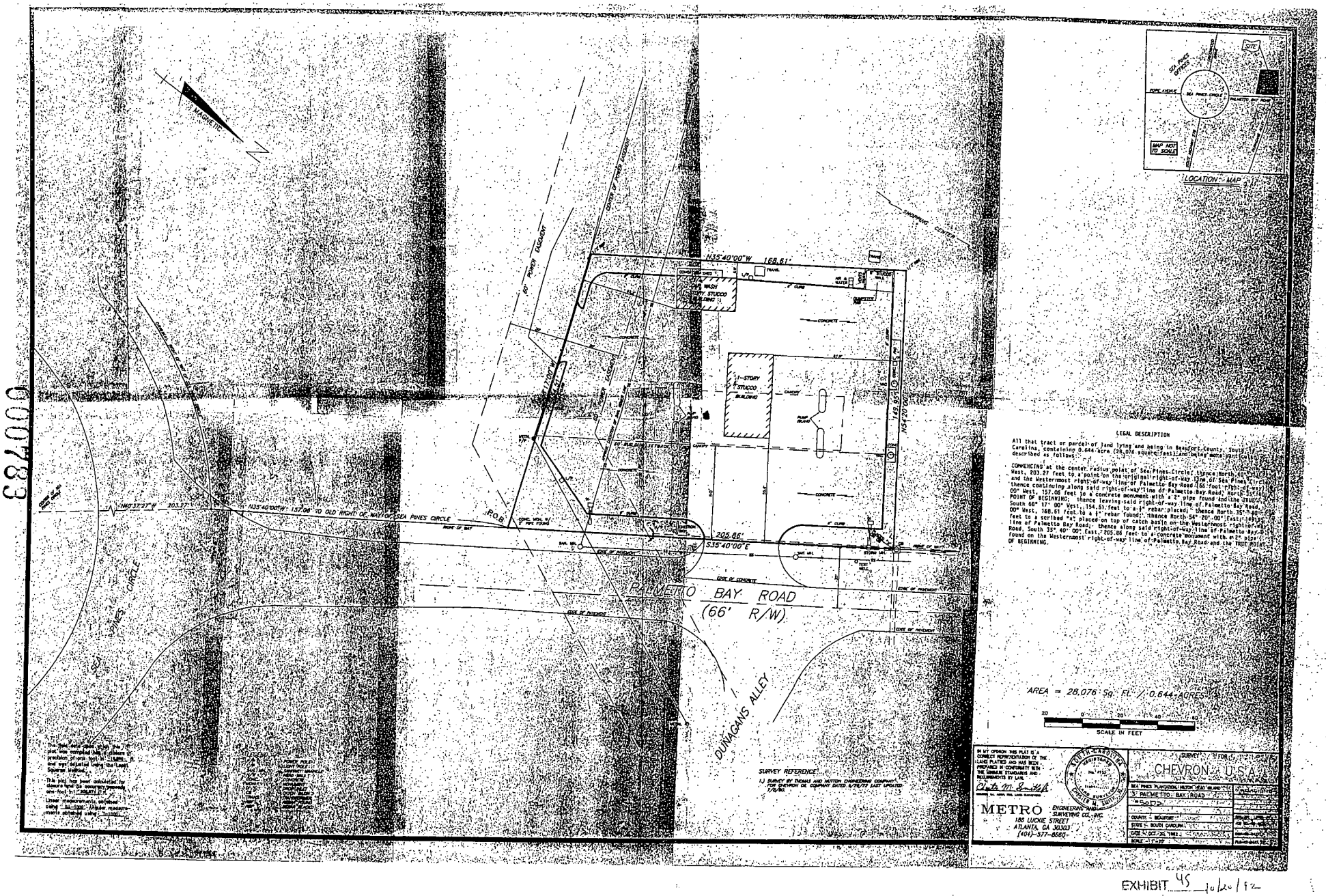


EXHIBIT 45 10/20/92

10/31/96

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT FOR SALE OF IMPROVED LAND ON HILTON HEAD ISLAND

THIS AGREEMENT is entered into this 31st day of October, 1996, by and between Sea Pines Company, Inc., its successors and assigns (hereinafter called the "Seller"), of Hilton Head Island, South Carolina, and Carolina Center Building Corp. its successors and assigns, (hereinafter called the "Purchaser"), of Hilton Head Island, South Carolina.

WHEREAS, as part of a mediated settlement reached on August 13, 1996 in connection with certain litigation pending in the Beaufort county Court of Civil Pleas (Civil Action No.: 94-CP-07-1503), certain real property described below is to be sold by the Seller to the Purchaser;

WHEREAS, the Purchaser desires to purchase and the Seller desires to sell the below described real estate under the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows, to-wit:

1. Recitals. The above "Whereas" clauses are incorporated herein as if restated verbatim.

2. Property. The Seller agrees to sell and the Purchaser agrees to purchase, upon Seller obtaining a final Certificate of Occupancy for the Premises from the Town of Hilton Head, all that certain piece, parcel or lot of land, with all improvements thereto, described as 2.26 acres as more fully described on Exhibit 1, attached hereto (hereinafter referred to as "Subject Property"). Further, Seller shall assign to Purchaser, without warranty, all right, title and interest it may have in that certain Commercial Lease Agreement by Sea Pines Company, Inc. with Carolina Community Bank (Bank), dated May 23, 1996 and that certain Commercial Lease Agreement by Sea Pines Company, Inc. with Hilton Head Health Systems, L.P. (Hospital), dated July 16, 1996, as well as any permits, applications for permits, easements, licenses, surveys, drawings, engineering plans and warranties, associated directly with the Subject Property. Purchaser at closing expressly agrees to honor and assume the above two referenced leases with Bank and Hospital.

EXHIBIT 49

3. Purchase Price.

The purchase price for the Property shall be: $1,500,00
Payable, as follows:

(a)	An initial earnest money deposit, the receipt of which is hereby acknowledged, to be held by the Escrow Agent named below, such deposit to be applied to the purchase price at closing;	$-0-
(b)	Financing - To be provided by Seller pursuant to the note and mortgage, attached hereto as Exhibits 2 and 3.	$1,500,000.
(c)	Balance in cash, due and payable at closing.	$-0-

4. Conveyance of Property. The Seller shall convey marketable title to the Property to the Purchaser in fee simple by general warranty deed with documentary stamps affixed, free from encumbrances other than applicable restrictions, covenants, easements, options and affirmative obligations recorded in the RMC Office for Beaufort County, South Carolina, hereinafter referred to as "Permitted Exceptions", as more fully described on Exhibit 4; and applicable laws and ordinances.

5. Title. The Purchaser agrees to notify the Seller in writing of any defects in or unacceptable encumbrances on the title within fourteen (14) days of the signing of this Contract, or prior to closing, whichever occurs first. Purchaser's failure to so object shall be deemed to be an approval of title. Seller shall be allowed a reasonable period of time to cure any valid title objections or defects. If Seller is unable to cure such objections or defects, Purchaser shall either: (1) waive said objections and defects and close; (2) notify Seller in writing that title is unacceptable.

6. Closing. It is agreed by and between the parties hereto that the terms of this Agreement shall be complied with and the closing of this transfer shall take place on or before October 31, 1996. Purchaser agrees to cooperate with Seller to close in escrow, with appropriate and reasonable conditions, if so requested by Seller, in the event the conditions required under this Contract cannot be met by the closing date.

7. Prorations. All Beaufort County and Town of Hilton Head Island taxes, applicable sewer and water charges, maintenance

assessments, and other applicable charges shall be prorated as of the date of Closing.

8. Closing Expenses. Both the Seller and the Purchaser shall pay such closing expenses customarily paid by sellers and purchasers in Beaufort County, South Carolina. As an example of such charges, Seller shall be responsible for paying documentary stamps on the deed, as well as for the preparation of the deed. Purchaser shall be responsible for all financing costs, attorneys' fees in connection with the title examination, title insurance costs, Hilton Head transfer fees, recording fees for the deed and mortgage, and any loan documentation.

9. Risk of Loss. The risk of loss of the Property prior to closing shall be on the Seller. However, in case the property is wholly or partially damaged by fire, storm or other casualty prior to closing, the Seller shall notify the Purchaser immediately thereof, in writing, and the Purchaser shall have thirty (30) days after receiving such written notice within which to elect to proceed hereunder with a mutually agreed adjustment in the purchase price, or to terminate this Agreement and receive a refund of all monies deposited hereunder.

10. Conditions to Closing. Notwithstanding anything to the contrary, the obligations of Purchaser to purchase are expressly made subject to the following conditions:

(a) That the Town of Hilton Head Island has issued a final Certificate of Occupancy (C.O.) for all leased portions of the property.

11. Furnishings and Systems. The property to be sold hereunder includes all heating and air conditioning systems, all fixtures attached to the Property and all plumbing and other equipment. Said items will be sold in their present condition, where is, as is. Seller to provide Purchaser by assignment all warranties provided to it by agents, subcontractors, and equipment manufacturers.

12. Brokerage Fees. The parties acknowledge and agree that no real estate agent or broker is due any monies in connection with this transaction.

13. Lease to Seller - Purchaser at the time of closing will lease-back to Seller approximately 1765 square feet, more or less (subject to confirmation by measurement), consistent with the terms of the mediated settlement, under a separate Lease Agreement.

14. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The invalidity or unenforceability of any

provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted. For the convenience of the parties hereto, duplicate originals of this Agreement may be executed. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. This Agreement is intended by the parties hereto to be the final expression of their Agreement and constitutes a complete and exclusive statement of the terms hereof, notwithstanding any representations or statements to the contrary heretofore made. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

15. Miller Inspection 10/23/96 - Seller agrees to take such steps as are necessary to bring into compliance with the 1994 Edition Standard Building Code and the 1992 American National Standard for Assessable and Usable Buildings and Facilities (hereinafter Code) the following three (3) items listed in the October 23, 1996 Miller Consulting Inspection Report (Ex.5): (1) Front steps for main entrance to the Real Estate Company, Building A (p.1 para. 6); (2) Handrail to second level in Building A (p.2, para. 2); and (3) Front steps to the main entrance to Building A (p.2, para. 8). Purchaser has the right to allow Miller Consulting, at Purchaser's expense, to complete the inspection of the rear building and small free standing building towards Greenwood Drive (p.3, para. 7) within fifteen (15) days of the issuance of the final C.O. for said area. Said supplemental report must be received and agreed to by Sea Pines within thirty (30) days of the issuance of the C.O. (the original report and only those items referring to external items in the supplemental report shall hereinafter be referred to as the report). As to all other items (i.e. those not corrected by Seller) identified on said report, if a governmental agency, department or authorized employee of same, within twelve (12) months of the date of this Agreement (10/31/96) requires Purchaser, or any Tenant of the Property to bring same into compliance with Code, and after a reasonable period of time after notification of said action Seller cannot persuade said complaining agency to allow said item(s) to remain in its present condition, Seller shall be obligated to take the necessary steps to bring said item into compliance with Code. After 10/31/97, Seller has no such liability and obligation whatsoever.

15. Additional Terms and Conditions

(a) Seller is responsible for payment of certain road improvements required by CSA and/or the Town of Hilton Head Island, as is described in Thomas Norby's memo of July 15, 1996 to Ed Gibbons and memo of July 1, 1996 from Ed Gibbons to Tom Norby;

(b) Purchaser agrees to assume the two Contracts for Outdoor Lighting with Palmetto Electric for the Welcome Center;

(c) Upon issuance of final C.O., Seller to receive return of all monies deposited with the Town of Hilton Head Island, South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

WITNESSES:

SELLER: SEA PINES COMPANY, INC.

By: _____

Its: President

PURCHASER:
CAROLINA CENTER BUILDING CORP.

By: _____

Its: President.

[disk177\agreement.ama]

EXHIBITS
CONTRACT OF SALE

1. Property Description

2. Note

3. Mortgage

4. Permitted Exceptions

5. Miller Inspection Report (10/23/96)

[disk179\exhibits.cos]

Exhibit 1

SEA PINES RECEPTION CENTER PROPERTY

All that certain piece, parcel or tract of land shown as the "Sea Pines Reception Center" on a plat thereof entitled "A Plat of 2.26 acres Sea Pines Reception Center, "Asbuilt Survey", as Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," said plat prepared by Jerry L. Richardson, Coastal Surveying Engineering Company, Inc., S.C.R.L.S. #4784, said plat dated November 1, 1989, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat book 38 at Page 53.

Said tract more completely described as to metes and bounds as follows:

COMMENCING at a concrete monument at the southeastern-most corner of said tract, at the intersection of the tract corner, the right-of-way of Greenwood Drive and Sea Pines Traffic Circle, said point being the POINT OF BEGINNING; thence S75deg05'43"W for a distance of 399.24 feet to a point; thence N14deg13'07"W for a distance of 190.50 feet to a point; thence N68deg17'05"E for a distance of 438.40 feet to a point; thence S35deg38'35"E for a distance of 157.96 feet to a point; thence along a curve having a delta angle to the left of 39deg04'31", a radius of 200.00 feet, an arc distance along the curve of 136.40 feet, a tangent of 70.97 feet, a chord distance of 133.77 feet and a chord bearing of S29deg53'52"W to a point, said point being the POINT OF BEGINNING.

PROPERTY ADDRESS: Approximately 2.26 Acres. Sea Pines Reception Center, Hilton Head Island, SC

District 550, Map 15, Parcel 198

LESS AND EXCEPTING:

1. All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 195 square feet, more or less, and being shown and described as "Required R/W" on that certain plat of record entitled "A Plat of 2.25 Acres, Sea Pines Reception Center, As Built Survey", prepared by Michael R. Dunnigan, SCRLS 11905, with said plat being dated February 1, 1991, and being recorded in the R.M.C. Office for Beaufort County, South Carolina, in Plat Book 41 at Page 18.

2. Approximately 6/100 of an acre to be used by the South Carolina Department of Transportation for Cross-Island Expressway along Palmetto Bay Road.

This being the same property conveyed to Sea Pines Company, Inc. from Palmetto Savings Bank of South Carolina by deed dated July 21, 1994 and recorded in Deed Book 720 at Page 1192.

EXHIBIT

PERMITTED EXCEPTIONS

A. Commercial Use Restrictions and Option to Repurchase as shown in instrument recorded in said RMC Office in Deed Book 193 at Page 1652.

B. Easement Agreement in favor of Plantation Cablevision as shown in instrument recorded in said RMC Office in Deed Book 195 at Page 93, as amended in Deed Book 454 at Page 525.

C. Relocation of Easement Agreement as shown in instruments recorded in said RMC Office in Deed Book 210 at Page 1065 and Plat Book 20 at Page 192.

D. Easements as shown on plats recorded in said RMC Office in Plat Book 19 at Page 127, Plat Book 20 at Page 192, Plat Book 21 at Page 173, Plat Book 22 at Page 1, Plat Book 23 at Page 159, Plat Book 28 at Page 12, Plat Book 38 at Page 53 and Plat Book 41 at Page 18.

E. Easements, Rights and Reservations in favor of Central Electric Power Cooperative, Inc. as shown in instrument recorded in said RMC Office in Deed Book 144 at Page 155.

F. Easement Agreement in favor of Palmetto Electric as shown in instrument recorded in said RMC Office in Deed Book 105 at Page 101.

G. Easements, Rights, Restrictions, and Conditions as shown in instruments recorded in said RMC Office in Deed Book 216 at Page 254, Deed Book 216 at Page 258 and Deed Book 212 at Page 920.

H. Conveyance from Sea Pines Company, Inc. in favor of the South Carolina Department of Transportation dated February 23, 1995 and recorded in ORB 762 at Page 309.

[disk179\ama.ex4]

CC0108

Miller Consulting
Paul R. Miller, AIA
Architect

10/23/96

INSPECTION REPORT

CAROLINA CENTER (OLD SEA PINES WELCOME CENTER)
HILTON HEAD ISLAND, SOUTH CAROLINA

Inspection made for Asset Management Associates, Inc. on October 23, 1996. The purpose was to make general observations of the three existing structures for soundness and code compliance for real estate closing.

The site consists of three structures, two of which face Greenwood Drive, and the third is behind with its rear towards The Market Place parking lot.

The three structures have had new roofs installed and exterior walls of masonry coated with what appears to be an elastomeric coating. The slope roofs that face Greenwood Drive have wood shake shingles. It is not known if the shake system is fire-rated. Flat roofs on these buildings are a smooth surface black rubber single ply roofing. There are a few small areas which indicate shallow ponding has occurred. The roof on the rear building is asphalt shingle.

The rear building has wood siding on both front and rear which appears to be original and shows some small areas of decay and warping. The wood siding on gable ends of all roofs appears new. The fixed glass that is not newly installed is in original wood frames and is single pane. When new fixed glass was installed in the front (bank) building it was also set in wood frames and is single pane. The gable end wall toward south appears to be unfinished in flashing of wall to roof and wall to masonry buidling wall.

The larger front building contains a bank and a real estate office. The real estate office on the right end is two stories. The second floor is open to the building lobby. The walk through started with the real estate area.

The entrance is through a non-rated swing door from the lobby. There are two steps, the one immediately inside the door has a 6-1/4" riser (SBC 1012.1.4) and then a small platform with a 5-1/2" riser to floor level (SBC 1007.3.4). The small mechanical room has a new Lennox heat pump, electric sub-panel, and telephone equipment. The unisex toilet has a wall hung lavatory at 30" AFF (ANSI 4.20.2.1) with water and waste not insulated (ANSI 4.20.4). The bottom of wall mirror is at 45-1/4" AFF (ANSI 4.16.6) and the paper towel dispenser is 50"at AFF (ANSI 4.16.6). The toilet meets accessibility height but the grab bars are 8" from corner and 33" long (ANSI 4.17.4.1) and 6" from corner and 24" long. The door closer is tensioned too much and needs to be adjusted to no more 5 lb. pressure to open

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P.O. box 5592 • Hilton Head Island, SC 29938 • phone 803.785.3122 fax 803.785.7471

EXHIBIT 5

(ANSI 4.13.11). There is a drinking fountain in this area with rim at 30" AFF (ANSI 4.15.4.1). All of the hardware is round knob type (ANSI 4.13.9). The door to exterior and parking has a threshold 1-3/8" tall on exterior and knob type hardware (ANSI 4.13.8 & 4.13.9).

The access to the second level is by a stair in a non rated open well. At the bottom is a door to exterior with panic hardware, no closer and 2" tall threshold (ANSI 4.13.8). The stair has 6" risers and 11" tread including nosing. The handrail is constructed of 2 X wood and does not meet code graspability requirement (SBC 1007.5). There are four ceiling down lights with no light trim installed. The access to this stair rom the first floor is through a metal door into the stair well.

There is no signage for toilets, mechanical, electrical etc. (SBC & ADA)

The bank area is to the left from the lobby. The separating wall is a glass wall non rated from floor to ceiling with a pair of four foot doors. There is a wall behind the teller area with an exit sign which opens to the employee toilet area, copy area, break area, small office and original mechanical room. There is a drinking fountain in this area with rim at 30-1/2" AFF (ANSI 4.15.4.1).

The mechanical room has two new Lennox heat pumps, a new 35 gallon water heater and new security and telephone equipment. The electrical load centers are original cans. The two toilets have pedestal lavatories with rim at 34" AFF. The toilets are 16" to top of seat (ANSI 4.17.3) and grab bars are 8" from corner and 33" long (ANSI 4.17.4.1) and 5" from corner and 24" long. There are no other accessories. The doors do not have closers. There is an exit door at end of break area with panic hardware, no closer and 2" tall threshold on exterior (ANSI 4.13.8). This door exits at the entrance to service yard with a 2 inch step and no walk (SBC 1004.3.2). All hardware in the bank space is round knob type (ANSI 4.13.9).

There is no signage for toilets, mechanical or electrical spaces. (SBC & ADA)

The lobby area has only front door for entrance and egress and as noted earlier, is open to the real estate mezzanine. The entry doors have round wood push/pull which are not accessible type and operating pressure is questionable (ANSI 4.13.9 & 4.13.10 & 4.13.11). There is also a glass enclosed conference room in the lobby area.

The entrance to this building is by two risers and a ramp. The risers vary over the horizontal length of the steps from 7-3/4" near the ramp to 7-1/8" to the left of entry doors for the first riser and from 6" near the ramp to 5-1/4" to the left of the entry doors (ANSI 4.9.2 & SBC 1007.3.4). The ramp is 12'-3" long which is slightly greater than 1:12 (13.75'). The ramp also has a 2" pipe at the ground to act as a curb which is 3-1/4" tall (ANSI 4.8.7).

The rear building is in the process of interior tenant upfit. Sidewalks are not poured to the building slab to date. The interior work is in the finish stages with cabinets, flooring, lighting etc. being installed. There are four toilets but fixtures are not set to date. It was noted that none of the four was centered 18" from side wall. They were 17" and 22-1/2" (ANSI 4.17.1).

On the rear of this building near the center, the slab was broken out and poorly replaced. There is a new service yard formed but not complete to date and service yard fencing is not complete.

Between the front and rear buildings is a service yard with a masonry wall enclosing. The wall is severely split from heavy roots from a large pine tree inside the yard. The outside of yard walls are coated but inside is not.

The remaining building facing Greenwood Drive is also under construction. The interior work is yet to be completed. The unisex toilet is centered 18-1/2" off side wall. The entrance to this building is up two risers, the first is 5-3/4" and the second is 5-1/2". There is no handicapped access to the front door or main entrance (ADA).

The site contains no parking in front of the bank building. There are twenty one parking spaces on the North end (Sea Pines Circle) with no handicapped spaces. The southend has eighteen parking spaces plus two handicapped, one van accessible and one regular. The signage for these spaces is reversed relative to the space layout. There are also seven parking spaces in front of the small front building. The total site contains forty-eight parking spaces.

All handicapped parking being located at the southern end of the site does not provide close proximity to the Bank of Real Estate entrance.

SUMMARY

The rear building and small free standing building toward Greenwood Drive are still under construction and can not be inspected for Code or Americans With Disabilities Act conformance. The couple items mentioned in the report were noted as non conformities at the time of inspection.

The building containing the Bank and Real Estate office have several items noted which are non conformities with the Building Code and ADA Requirements.

ANSI	CABO/ANSI A117.1 - 1992 American National Standard Accessible and Usable Buildings and Facilities.
SBC	1994 Edition Standard Building Code.

BETHEA, JORDAN & GRIFFIN, P. A.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 400

SHELTER COVE EXECUTIVE PARK

23-B SHELTER COVE LANE

P. O. DRAWER 3

HILTON HEAD ISLAND, S. C. 29938-0003

(803) 785-2171

FAX # (803) 686-5991

JOSEPH R. BARKER
WILLIAM L. BETHEA, JR.
STEPHEN S. BIRD+
STEPHEN E. CARTER+++
MICHAEL E. COFIELD
ROBERT M. DEEB, JR.
CARY S. GRIFFIN+
MICHAEL L. M. JORDAN+++
KEITH M. PARRELLA++
WILLIAM R. PHIPPS
MARTY D. PROPST++

OF COUNSEL
JOHN C. WEST
DIRECT DIAL 803-785-4300
JOHN C. WEST, JR.

+ALSO MEMBER OHIO AND GA. BARS
++ALSO MEMBER VA. AND D. C. AND GA. BARS
+++MEMBER VA. BAR
++++ALSO MEMBER N. C. BAR
+++++ALSO MEMBER OHIO BAR
++++++CERTIFIED SPECIALIST IN TAXATION LAW AND ESTATE PLANNING AND PROBATE LAW

June 15, 1994

John L. Wilson, Esquire
Wilson & Coltrane
Post Office Box 21668
Hilton Head Island, S.C. 29925

Re: Chevron Property - Palmetto Bay

Dear John:

I notice, from a review of the title, that you represented ASA, Inc. which acquired the Chevron site adjacent to The Market Place on Palmetto Bay Road. My reason for writing you lies with the fact that I am representing the prospective purchaser of the old Sea Pines Welcome Center which is contiguous property. There is an encroachment of a driveway which is shown on Plat Book 38, Page 53 (portion attached). It is obvious that this area is utilized for access from The Market Place general parking area to the Chevron Station. I could find nothing of record with respect to this roadway. Ultimately, that area would be utilized by the purchaser of the Sea Pines Reception Center property for parking, and would not be able to be utilized for continued access. Can you check your title records and determine whether or not there is any agreement by and between Chevron and Market Place Associates, or some predecessor-in-title? Obviously, this driveway also falls within the power line easement of Central Electric.

I would also point out to you that I represent the owner of Parcel A-1 (the restaurant) which is the parcel that lies between the Chevron tract and The Market Place tract. My records for that file do not show any reference to this roadway.

I would appreciate your attention to this at your earliest convenience.

Very truly yours,

BETHEA, JORDAN & GRIFFIN, P.A.

Cary S. Griffin

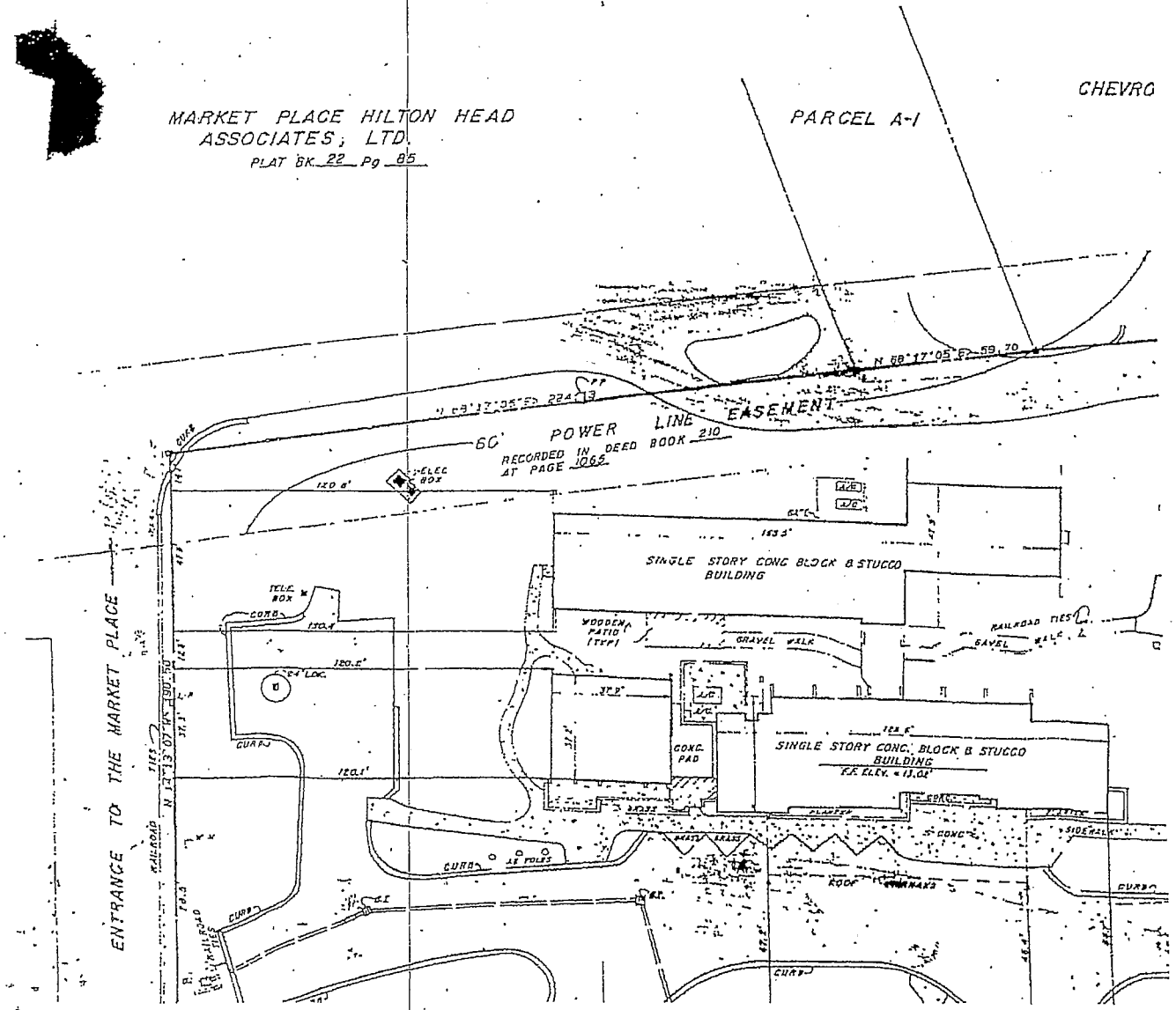
CSG11:YI:\CORRES\WILSON_LTR
c: Mr. Kumar K. Viswanathan
Mr. Nicholas J. Costalas
Howard M. Hickey, Esquire

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EXHIBIT 847

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P. Bk. 38/53



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WILSON & COLTRANE, P.A.
ATTORNEYS AT LAW
P. O. BOX 21668
1000 MAIN STREET: SECOND FLOOR
HILTON HEAD ISLAND, SOUTH CAROLINA 29925-1668
(803) 681-6300
FAX # (803) 681-2174
FAX # (803) 689-3914

JOHN L. WILSON
CURTIS L. COLTRANE*
WILLIAM F. BRATT†

*ALSO MEMBER VIRGINIA BAR
†ALSO MEMBER OF NEW JERSEY BAR

DEFENDANT'S EXHIBIT 3

June 23, 1994

Cary S. Griffin, Esq.
Bethea, Jordan & Griffin, P.A.
Post Office Drawer 3
Hilton Head Island, S.C. 29938-0003

In Re: Chevron Property - Old Sea Pines Welcome Center
My File no. 1347-1-10

Dear Cary:

This is intended to respond to your letter of June 15, 1994 regarding an alleged encroachment of a driveway. Your letter also indicates that the purchaser of the Sea Pines Reception Center would not allow continued access over the roadway. You have also properly indicated that the driveway falls within the power line easement of Central Electric.

I have not made an exhaustive search of my file for the acquisition of the Chevron property by ASA, Inc. to answer your inquiry. Further, I have not inquired with either my client or Chevron USA, Inc as to the existence of any agreements concerning the roadway.

However, from reviewing the title abstract it appears by that by virtue of an easement agreement dated May 15, 1973 that my client, as an assignee of Sea Pines Plantation Company has the right of ingress and egress over the entire 60 foot right of way so long as such travel does not interfere with the safe and efficient operation of the lines and facilities operated by Central Electric Power Cooperative, Inc.

I enclose a copy of the easement agreement. After the execution of the easement agreement, Sea Pines conveyed the property to Standard Oil n/k/a Chevron USA, Inc. who conveyed the property to my client.

I trust that this documentation sets the record straight with the prospective purchaser of the old Sea Pines Welcome Center with respect to the right of ingress and egress.

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EXHIBIT 48

With all best wishes, I remain,

Very truly yours,

John L. Wilson

JLW:gdp

Enclosure:

cc: Ms. Alice B. Means

G:\GAY\CARYLET

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5/15/73

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

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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 192, which drawing is attached hereto and made a part of this description.

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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 68°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.

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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

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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

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

> To proceed with the relocaton of the electrical lines and facilities as rapidly as the availability of labor, material, 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:

Susan Marks

Joan Atkinson

SEA PINES PLANTATION COMPANY (SEAL)

By Harold D. Hopkins
Its Vice President

Attest: Richard Wirth
Its Asst Secretary

Witness:

Paul E Stanley

Barbara L Pellman

CENTRAL ELECTRIC POWER COOPERATIVE, INC. (SEAL)

By Paul McCarthy
Its President

Attest: [illegible]
Its Secretary

Witness:

Terri P Hagi

[illegible]

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (SEAL)

By [illegible]
Its General Manager

Attest: L P Pellman
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. Hopkins its Vice President, sign the within instrument, and Richard Wirth 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 Joan Atkinson witnessed the execution thereof.

Susan Marks

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

Joan Atkinson (L.S.)
Notary Public for South Carolina
My Commission expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires February 15, 1983

1356 RV.2

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217-04

Exhibit C

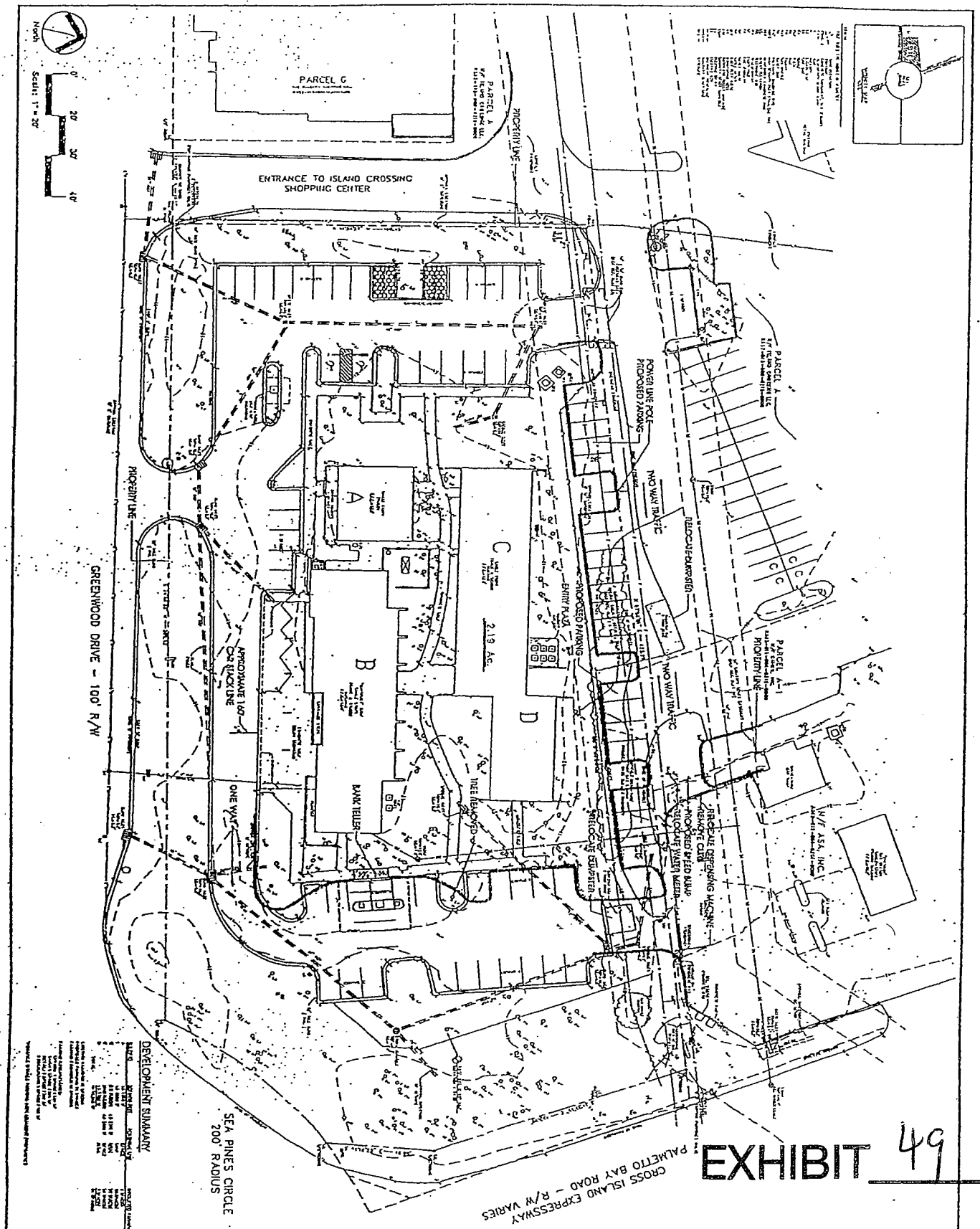


EXHIBIT 49

SHEET TITLE:	CONCEPTUAL SITE PLAN C
DATE:	2-17-2004
PROJECT #:	2017-0401
DRAWN BY:	BD
CHECKED BY:	BB
DATE	ADVISIONS
SHEET NUMBER:	L1 OF 1

CONCEPTUAL SITE PLAN
FOR
CAROLINA CENTER
PREPARED FOR
ASSET MANAGEMENT
HILTON HEAD ISLAND, SOUTH CAROLINA

Atlantic International

000850

CC0018

8/24/07

CAROLINA CENTER BUILDING CORP.

Post Office Box 7567
Hilton Head Island, SC 29938

DEFENDANT'S EXHIBIT 7

August 30, 2007

Mr. David Oliver
Stafford Properties
80 West Wieuca Road
Suite 302
Atlanta, GA 30342

RE: ACCESS EASEMENT
ISLAND CROSSING / CAROLINA CENTER

Dear David:

Per our meeting and discussion, attached is the proposed site plan.

As you know, we have a cross easement (attached) between our two properties. The proposed site plan envisions additional parking on our property and drive through on your parking lot.

Currently, cars are cutting through both our properties to the Chevron Station through an unauthorized dirt road on our property.

We feel the proposed site plan would make it better for all parties concerned from a visual and traffic perspective.

As discussed, the trash dumpster will need to be relocated.

I will be contacting the owners of the Chevron Gas Station and the Japanese Restaurant soon.

I would appreciate your acknowledgement and agreement to the proposed site plan so we could move forward.

Thanking you again for your time.

Yours truly,

Kumar K. Viswanathan

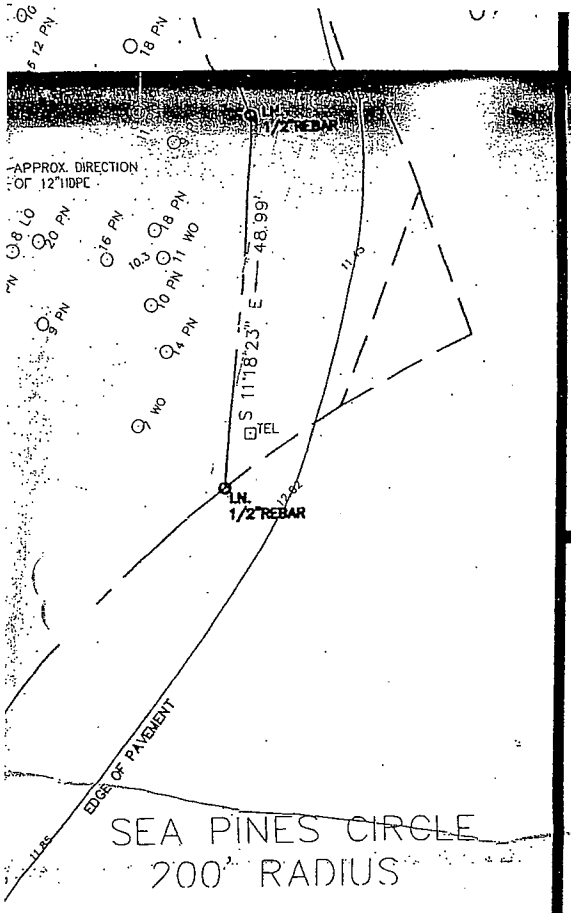
KKV / lmp

ENC:
cc: Robert J. Arundell, Esq.

EXHIBIT 50

000807

8/10/07



CONCEPTUAL SITE PLAN

CARLISLE

PRELIMINARY

AS BUILT

SHEET TITLE:
CONCEPTUAL SITE PLA

DATE:	8-10-2007
PROJECT #:	2072
DRAWN BY:	BD
CHECKED BY:	BB

DATE	REVISIOI

MENT SUMMARY

SQUARE FEET		POTENTIAL USE	REQUIRED PARKING
+/- 1410 SF		OFFICE	4 SPACES
+/- 4530 SF		BANK	20 SPACES
1ST FLOOR)	+/- 3695 SF	RETAIL	19 SPACES
2ND FLOOR)	+/- 3500 SF	OFFICE	10 SPACES
+/- 1405 SF		RETAIL	7 SPACES
+/- 14,540 SF			60 SPACES

2 SPACES
21 SPACES
83 SF

NTS
ICE / OF
E / 225 SF
CE / 200 SF
1 SPACE / 100 SF

ARKING WITH ADJACENT PROPERTIES

SHEET NUMBER

L1 OF 1

000808

CONCEPTUAL SITE PLAN

FOR

CAROLINA CENTER

PREPARED FOR

AST MANAGEMENT

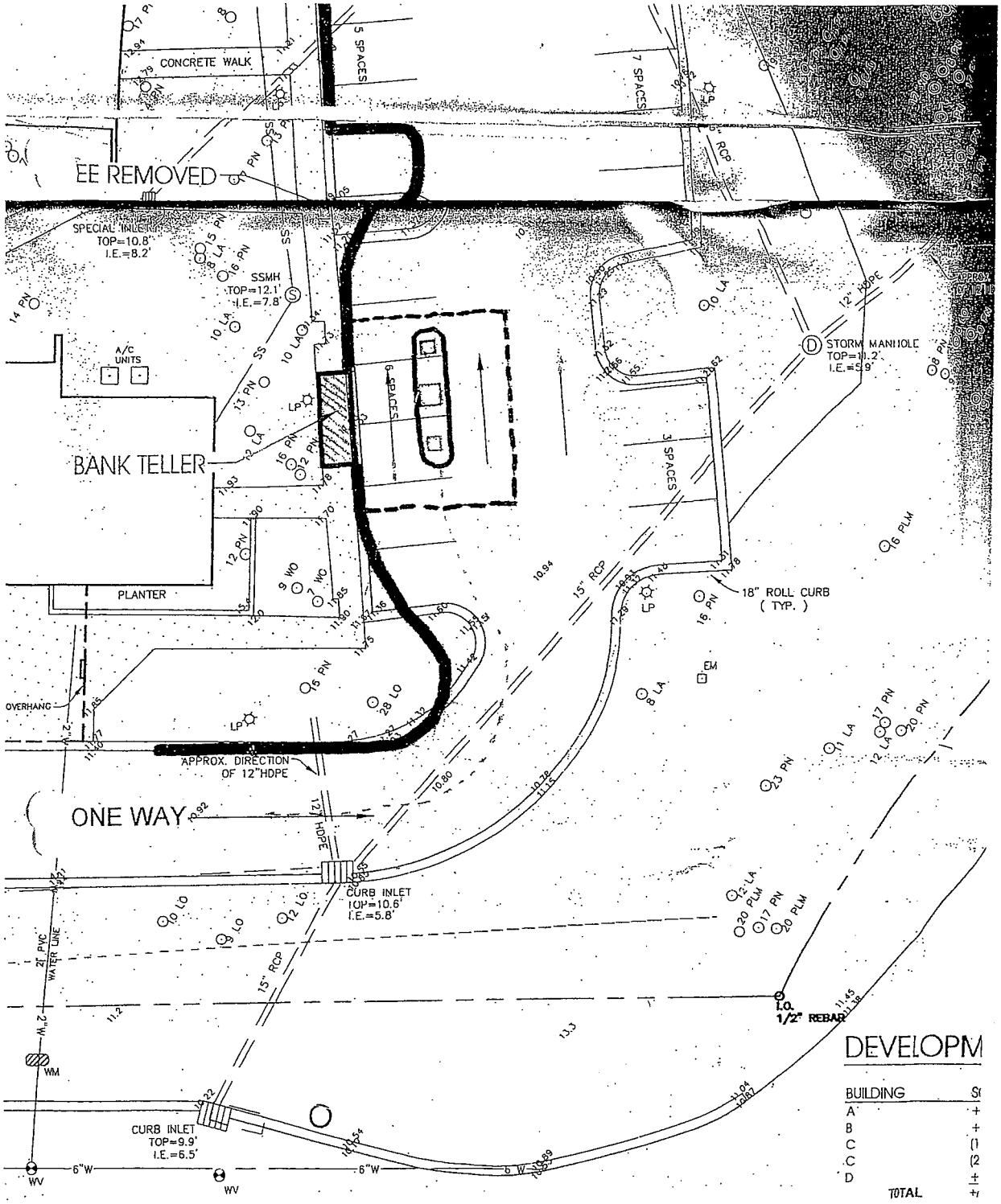
ISL

608000

Atlantic International

Regional and International Land Planning Consultants

5 Dunmore Court - Suite 2
Hilton Head Island, SC 29926 - Tel: 843.681.6654



DEVELOPM

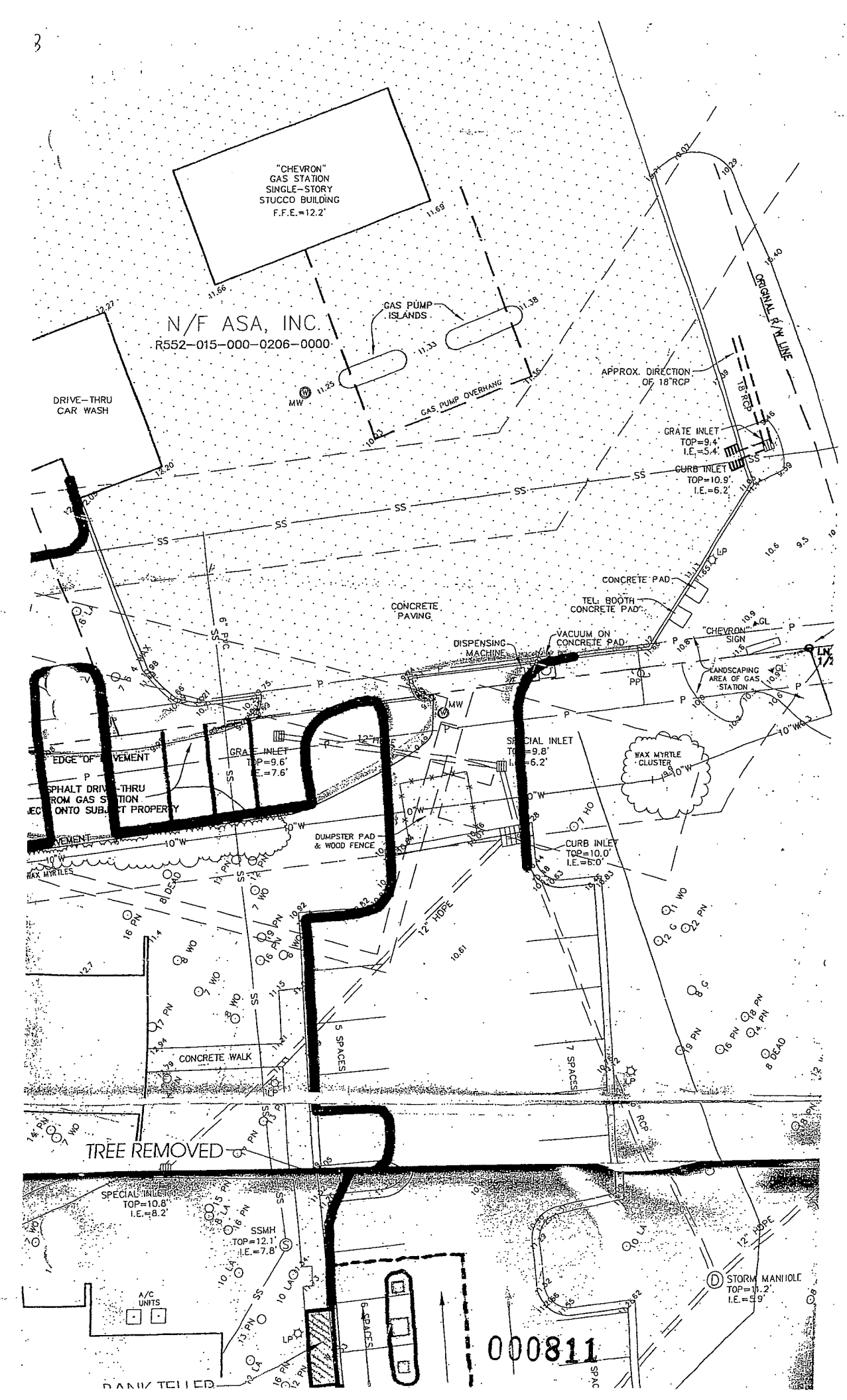
BUILDING	SI
A	+
B	+
C	(1
C	(2
D	+
TOTAL	+

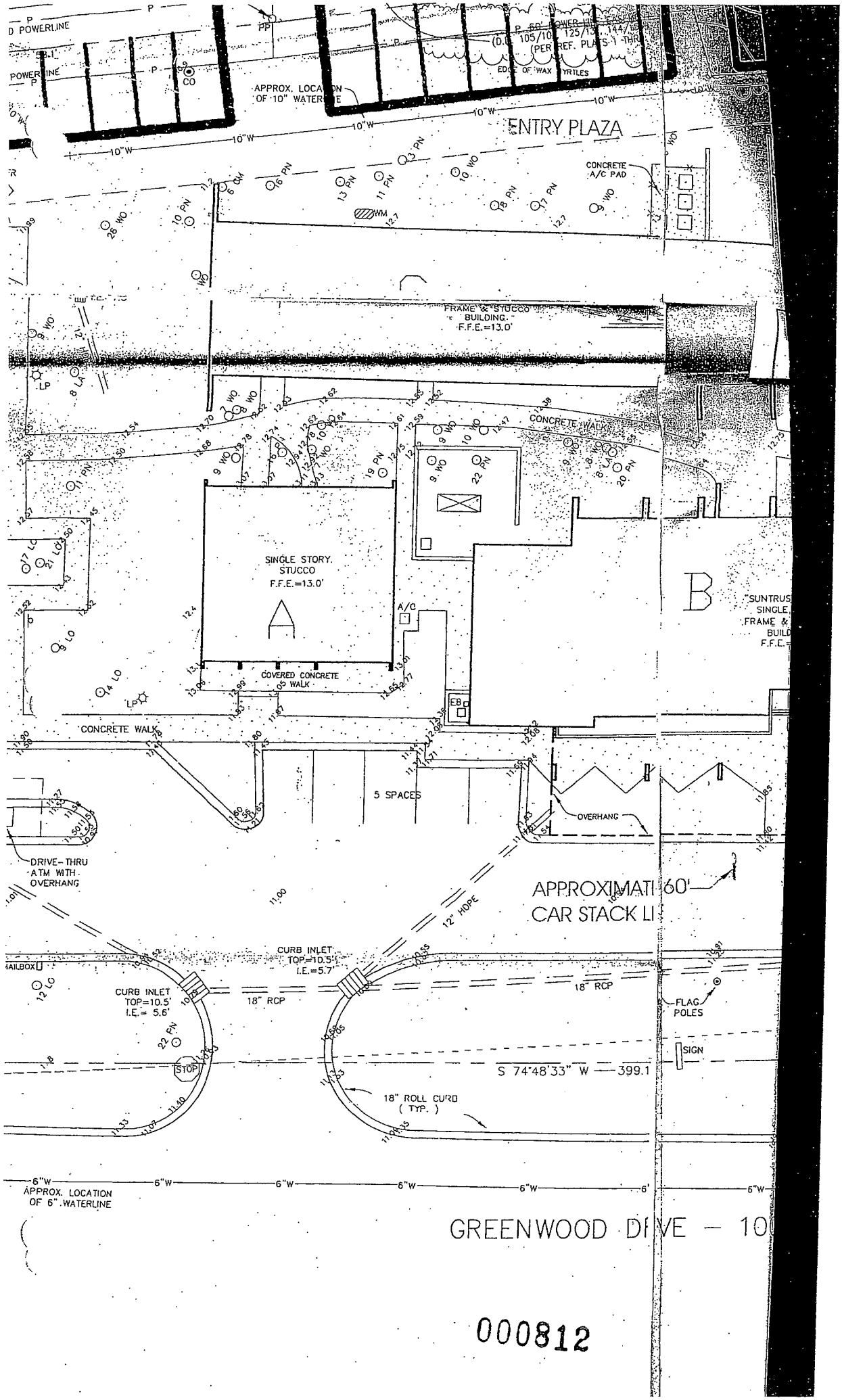
EXISTING PARKING: 42
PROPOSED PARKING: 4
PARKING PROVIDED: 6

PARKING REQUIREMEN
OFFICE: 1 SPAC
BANK: 1 SPACE
RETAIL: 1 SPACI
RESTAURANT: 1

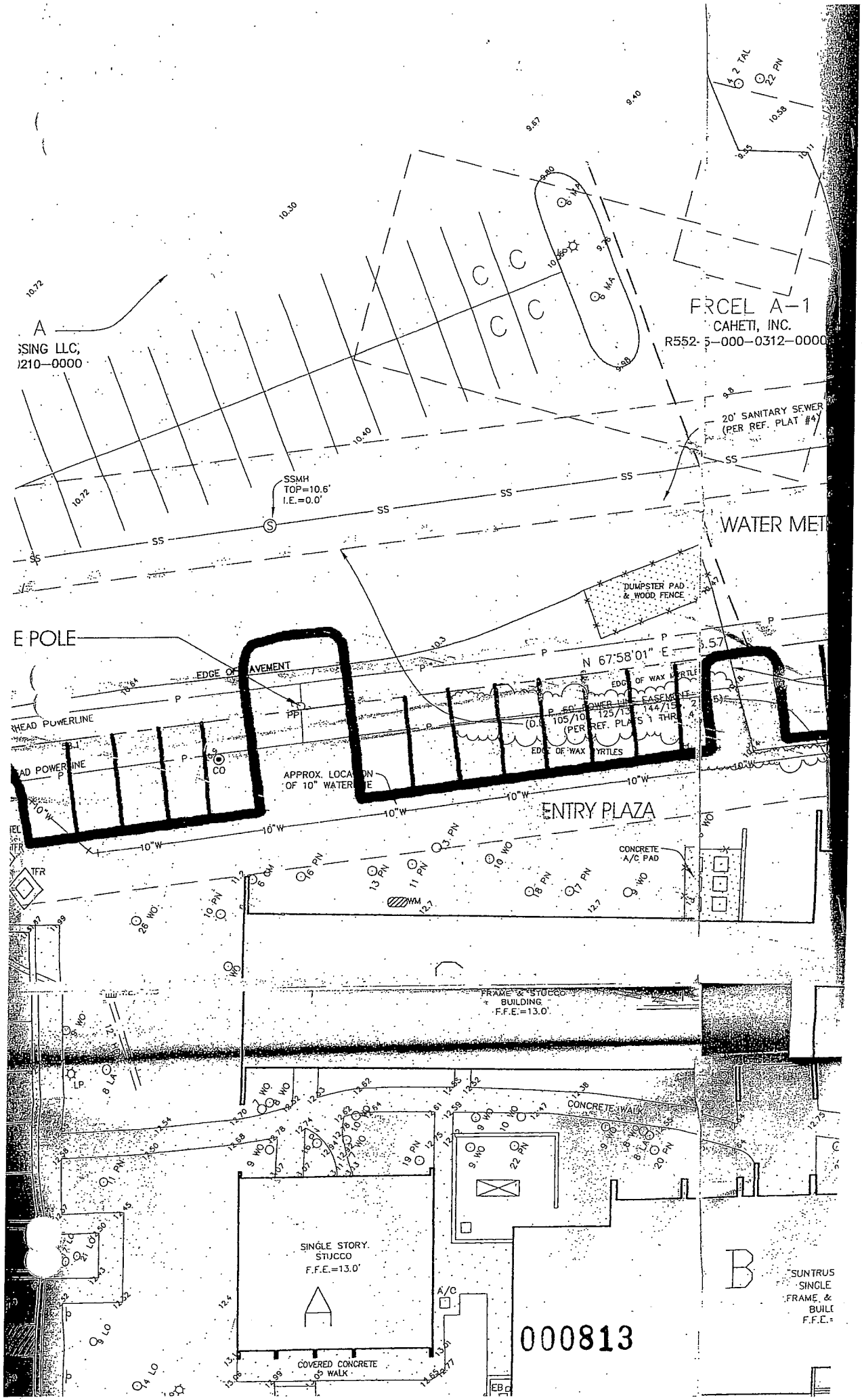
*POSSIBLE SHARED PA

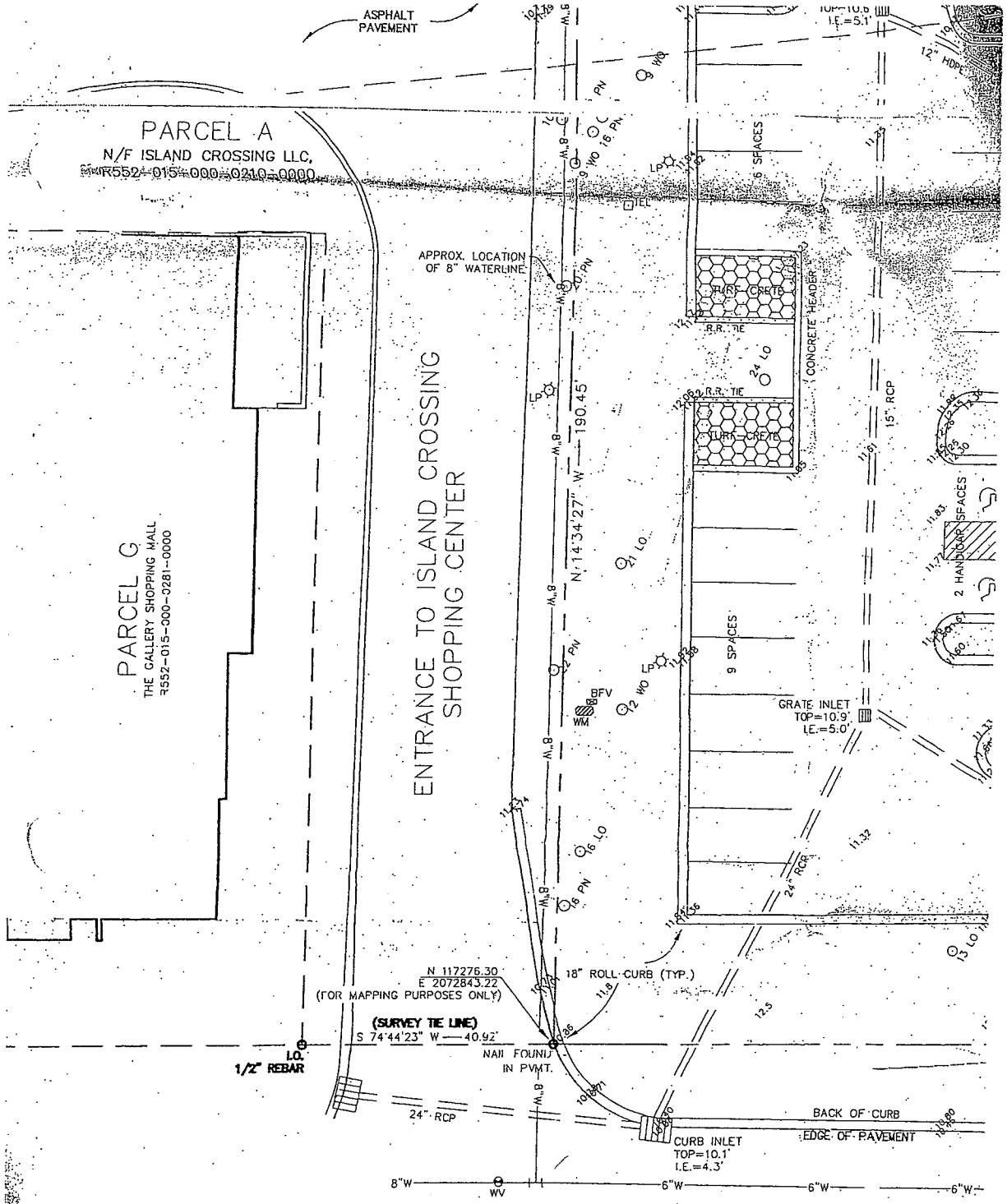
000810

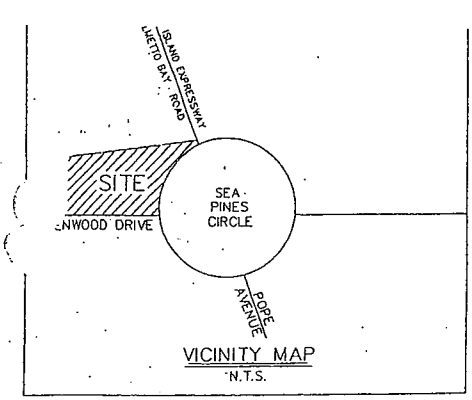

"CHEVRON"
GAS STATION
SINGLE-STORY
STUCCO BUILDING
F.F.E.=12.2'
N/F ASA, INC.
R552-015-000-0206-0000
GAS PUMP ISLANDS
GAS PUMP OVERHANG
DRIVE-THRU CAR WASH
APPROX. DIRECTION OF 18"RCP
18" RCP
ORIGINAL R/W LINE
GRATE INLET
TOP=9.4'
I.E.=5.4'
CURB INLET
TOP=10.9'
I.E.=6.2'
CONCRETE PAD
TEL. BOOTH CONCRETE PAD
CONCRETE PAVING
DISPENSING MACHINE
VACUUM ON CONCRETE PAD
"CHEVRON" SIGN
LANDSCAPING AREA OF GAS STATION
EDGE OF PAVEMENT
ASPHALT DRIVE-THRU FROM GAS STATION ENCROACHES ONTO SUBJECT PROPERTY
GRATE INLET
TOP=9.6'
I.E.=7.6'
SPECIAL INLET
TOP=9.8'
I.E.=6.2'
WAX MYRTLE CLUSTER
DUMPSTER PAD & WOOD FENCE
CURB INLET
TOP=10.0'
I.E.=6.0'
WAX MYRTLES
12" HDPE
CONCRETE WALK
5 SPACES
7 SPACES
TREE REMOVED
SPECIAL INLET
TOP=10.8'
I.E.=8.2'
SSMH
TOP=12.1'
I.E.=7.8'
A/C UNITS
6 SPACES
STORM MANHOLE
TOP=10.2'
I.E.=5.9'
BANK TELLER
000811


ENTRY PLAZA
APPROX. LOCATION OF 10" WATERLINE
EDGE OF WAX MYRTLES
CONCRETE A/C PAD
FRAME & STUCCO BUILDING. F.F.E.=13.0'
CONCRETE WALK
SINGLE STORY. STUCCO F.F.E.=13.0'
A/C
COVERED CONCRETE WALK
EB
CONCRETE WALK
5 SPACES
OVERHANG
DRIVE-THRU ATM WITH OVERHANG
APPROXIMATE 60' CAR STACK LI
12" HDPE
CURB INLET TOP=10.5' I.E.=5.7'
CURB INLET TOP=10.5' I.E.= 5.6'
18" RCP
18" RCP
FLAG POLES
SIGN
STOP
S 74°48'33" W — 399.1
18" ROLL CURB (TYP.)
APPROX. LOCATION OF 6" WATERLINE
GREENWOOD DRIVE — 10
SUNTRUS
SINGLE
FRAME &
BUILD
F.F.E.=

000812


PARCEL A-1
CAHETI, INC.
R552-5-000-0312-0000
20' SANITARY SEWER
(PER REF. PLAT #4)
SSMH
TOP=10.6'
I.E.=0.0'
WATER MET
DUMPSTER PAD
& WOOD FENCE
E POLE
N 67°58'01" E
EDGE OF PAVEMENT
EDGE OF WAX MYRTLE
APPROX. LOCATION
OF 10" WATER LINE
ENTRY PLAZA
CONCRETE
A/C PAD
FRAME & STUCCO
BUILDING
F.F.E.=13.0'
CONCRETE WALK
SINGLE STORY
STUCCO
F.F.E.=13.0'
A/C
COVERED CONCRETE
WALK
SUNTRUS
SINGLE
FRAME &
BUILD
F.F.E.=
000813


ASPHALT PAVEMENT
PARCEL A
N/F ISLAND CROSSING LLC,
M/R552-015-000-0210-0000
PARCEL G
THE GALLERY SHOPPING MALL
R552-015-000-0281-0000
ENTRANCE TO ISLAND CROSSING SHOPPING CENTER
APPROX. LOCATION OF 8" WATERLINE
TURF CRETE
R.R. TIE
CONCRETE HEADER
15" RCP
2 HANDICAP SPACES
9 SPACES
6 SPACES
GRATE INLET
TOP=10.9'
I.E.=5.0'
BFV
WM
N 14°34'27" W — 190.45'
N 117276.30
E 2072843.22
(FOR MAPPING PURPOSES ONLY)
18" ROLL CURB (TYP.)
(SURVEY TIE LINE)
S 74°44'23" W — 40.92'
I.C. 1/2" REBAR
NAIL FOUND IN PVMT.
24" RCP
BACK OF CURB
EDGE OF PAVEMENT
CURB INLET
TOP=10.1'
I.E.=4.3'
8"W
WV
6"W
0'
20'
30'
40'
Scale: 1" = 20'



VICINITY MAP
N.T.S.

LEGEND:

TREE SIZES ARE INCHES IN DIAMETER

9.5	SPOT ELEVATION
9	CONTOUR
CONC. O.	CONCRETE MONUMENT, OLD (FOUND)
T.B.M.	TEMPORARY BENCH MARK
G	GUM
H	HICKORY
LA	LAUREL OAK
LO	LIVE OAK
MA	MAPLE
PLM	PALM
PN	PINE
TAL	TALLOW
WAX	WAX MYRTLE
WO	WATER OAK
PVC	POLYVINYL CHLORIDE PIPE
HDPE	HIGH DENSITY POLY ETHALENE PIPE
RCP	REINFORCED CONCRETE PIPE
I.E.	INVERT ELEVATION
TEL	TELEPHONE BOX
TFR	TRANSFORMER
LP	LIGHT POLE
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
BFV	BACK FLOW VALVE
MW	MONOTORING WELL
ATM	AUTOMATIC TELLER MACHINE
SSMH	SANITARY SEWER MANHOLE
EM	ELECTRIC METER
EB	ELECTRIC BOX
—P—	OVERHEAD POWERLINE
—SS—	SANITARY SEWER LINE
—W—	WATERLINE

EXISTING RETAIL BUILDING

ASPHALT PAVEMENT

4 SPACES

SIGN

STOP

10' x 30' CURB CUT EASEMENT AREA (PER REF. PLAT 2)

NAIL FOUND

30.0'

BFV

WM(2)

GRATE INLET TOP=10.6' I.E.=5.1'

ASPHALT PAVEMENT

PARCEL A

N/F ISLAND CROSSING LLC,

R552-015-000-0210-0000

6 SPACES

APPROX. LOCATION OF 8" WATERLINE

TURF CRETE

R.R. TIE

24 LO

CONCRETE HEADER

15" RCP

CROSSING

000815

CAROLINA CENTER BUILDING CORP.
Post Office Box 7567
Hilton Head Island, SC 29938

2/8/08

DEFENDANT'S EXHIBIT
11

February 8, 2008

Mr. Jim Scott Middleton
Island Chevron
3, Palmetto Bay Road
Hilton Head, SC 29928

PLAINTIFF'S EXHIBIT 10 Macy's

RE: Proposed Easement Agreement – Island Chevron

Dear Jim Scott:

Per our discussion on site, enclosed please find a copy of the proposed Easement Agreement.

I have also enclosed a copy of the current As-Built Survey for your reference. Please note currently the station has encroached onto our property. The proposed revision will serve to our mutual benefit.

Please review and, if acceptable, execute and return. I will forward an original back to you for your files.

Thanking you,

Yours truly,

Kumar K. Viswanathan

KKV / lmp

ENC.

cc: Robert J. Arundell, Esq.

000816
51

PLAINTIFF'S EXHIBIT 9 MIDDLETON

CC0011

2008

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

This ACCESS EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____ 2008 by and between ASA, INC, a South Carolina corporation, it successors and assigns (hereinafter referred to as "Grantor") and CAROLINA CENTER BUILDING CORP., a South Carolina corporation, its successors and assigns (hereinafter referred to as "Grantee"),

WHEREAS, Grantor is the owner of that certain real property containing .65 acres more or less which is more particularly described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "Station Property"); and

WHEREAS, Grantee is the owner of that certain real property containing 2.25 acres more or less which is more particularly described on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "Office Property"); and

WHERAS, Grantor has encroached upon the Office Property without appropriate easements from Grantee; and

WHEREAS, Grantee is desirous to design, improve, construct and utilize that certain area (hereinafter referred to as "Parking Area"), contained within the Office Property, and shown on that certain Conceptual Site Plan attached hereto as Exhibit C and made part hereof in conjunction with buildings owned and operated by the Grantee; and

WHEREAS, it is the intent of the Grantor to grant to the Grantee a non-exclusive access easement to use the existing roadways within the Station Property in order to provide access to the Parking Area, subject to the terms and conditions contained herein; and

WHEREAS, in order to accomplish the foregoing, Grantor and Grantee have executed this Agreement;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10) paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns forever, a permanent, non-exclusive easement and right-of-way on, over, and across the Station Property to design, construct, improve, and utilize all parking facilities which will be located in the Parking Area, and to utilize the existing

roadways within the Station Property to access the Parking Area, subject to the terms and conditions contained herein. Grantee and its employees, agents, guests, invitees, tenants, contractors, subcontractors and independent contractors may utilize the easements granted herein for the Office Property in the construction, maintenance, and operation of the Parking Area.

1. The design, construction, improvement and utilization of the Parking Area shall be at Grantee's sole cost and expense. Grantee shall construct 21 parking spaces, more or less, within the Parking Area as set forth on Exhibit "C" and made part hereof. The Parking Area shall be completed in a workmanlike manner and in accordance with all applicable governmental laws, rules and regulations. Grantee shall take all reasonable actions to ensure that the Parking Area shall be maintained and kept in a clean and neat condition.

2. The access easement granted herein for parking purposes shall be limited only to the paved and delineated and marked parking areas and spaces within the Parking Area owned by the Grantee. Grantee shall not use any of the parking facilities located within the Station Property.

3. The easements granted herein shall also include a permanent, non-exclusive easement and right-of-way on, over, and across the paved vehicular access roadways which are located within the Station Property. The easement granted herein shall allow and permit the movement of vehicles through the paved access areas within the Station Property in order to provide ingress and egress to and from the Parking Area and the Office Property. The easement granted herein shall be limited to the paved wearing surfaces of the roadways located therein.

4. Grantor agrees to allow and permit Grantee, at Grantee's expense, to remove the Dispensing Machine and Vacuum on Concrete Pad, if required, in or near the Parking Area (as shown on Exhibit "C") and relocate such items to an area mutually agreeable to the parties that does not interfere with the intent and use of the Parking Area.

5. Grantor shall have no liability of any type to Grantee or any of Grantee's patrons, invitees, employees, or any other individual utilizing the parking facilities within the Parking Area for the Office Property arising from any injury, death, or theft occurring to such individuals within the Parking Area. Likewise, Grantee shall have no liability of any type to Grantor or any of Grantor's patrons, invitees, employees, or any other individual utilizing the parking facilities within the Parking Area for the Station Property arising from any injury, death, or theft occurring to such individuals within the Parking Area.

6. The easements granted herein shall be permanent in nature and shall run with the benefited properties and shall be binding upon and inure to the benefit of the

parties hereto, their respective successors and assigns.

7. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the parties agree that the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the prevailing party may be entitled.

8. In the event that any word, phrase, clause, sentence, or other provision herein shall violate any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provisions shall be ineffective to the extent of such violation without invalidating any other provision herein.

9. This Agreement shall be governed by the laws of the State of South Carolina and shall be construed in accordance therewith.

10. This Agreement may not be amended, altered, modified or extended except by written agreement signed by each of the parties hereto. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

11. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the easements that are the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized officers to execute this Agreement effective the day and year first above written.

WITNESSES:

GRANTOR:

ASA, INC.
A South Carolina corporation

_____

_____

By: _____

Its: _____

WITNESSES:

_____

_____

GRANTEE:

CAROLINA CENTER BUILDING CORP., A South Carolina corporation

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public, do hereby certify that _____, as a duly authorized officer of ASA, INC., and on its behalf, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2008.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____, as a duly authorized officer of CAROLINA CENTER BUILDING CORP., and on its behalf, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2008.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires:_____

Exhibit B

SEA PINES RECEPTION CENTER PROPERTY

1277

All that certain piece, parcel or tract of land shown as the "Sea Pines Reception Center" on a plat thereof entitled "A Plat of 2.26 acres Sea Pines Reception Center, "Asbuilt Survey", as Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," said plat prepared by Jerry L. Richardson, Coastal Surveying Engineering Company, Inc., S.C.R.L.S. #4784, said plat dated November 1, 1989, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat book 38 at Page 53.

Said tract more completely described as to metes and bounds as follows:

COMMENCING at a concrete monument at the southeastern-most corner of said tract, at the intersection of the tract corner, the right-of-way of Greenwood Drive and Sea Pines Traffic Circle, said point being the POINT OF BEGINNING; thence S75deg05'43"W for a distance of 399.24 feet to a point; thence N14deg13'07"W for a distance of 190.50 feet to a point; thence N68deg17'05"E for a distance of 438.40 feet to a point; thence S35deg38'35"E for a distance of 157.96 feet to a point; thence along a curve having a delta angle to the left of 39deg04'31", a radius of 200.00 feet, an arc distance along the curve of 136.40 feet, a tangent of 70.97 feet, a chord distance of 133.77 feet and a chord bearing of S29deg53'52"W to a point, said point being the POINT OF BEGINNING.

PROPERTY ADDRESS: Approximately 2.26 Acres. Sea Pines Reception Center, Hilton Head Island, SC

District 550, Map 15, Parcel 198

LESS AND EXCEPTING:

1. All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 195 square feet, more or less, and being shown and described as "Required R/W" on that certain plat of record entitled "A Plat of 2.25 Acres, Sea Pines Reception Center, As Built Survey", prepared by Michael R. Dunnigan, SCRLS 11905, with said plat being dated February 1, 1991, and being recorded in the R.M.C. Office for Beaufort County, South Carolina, in Plat Book 41 at Page 18.

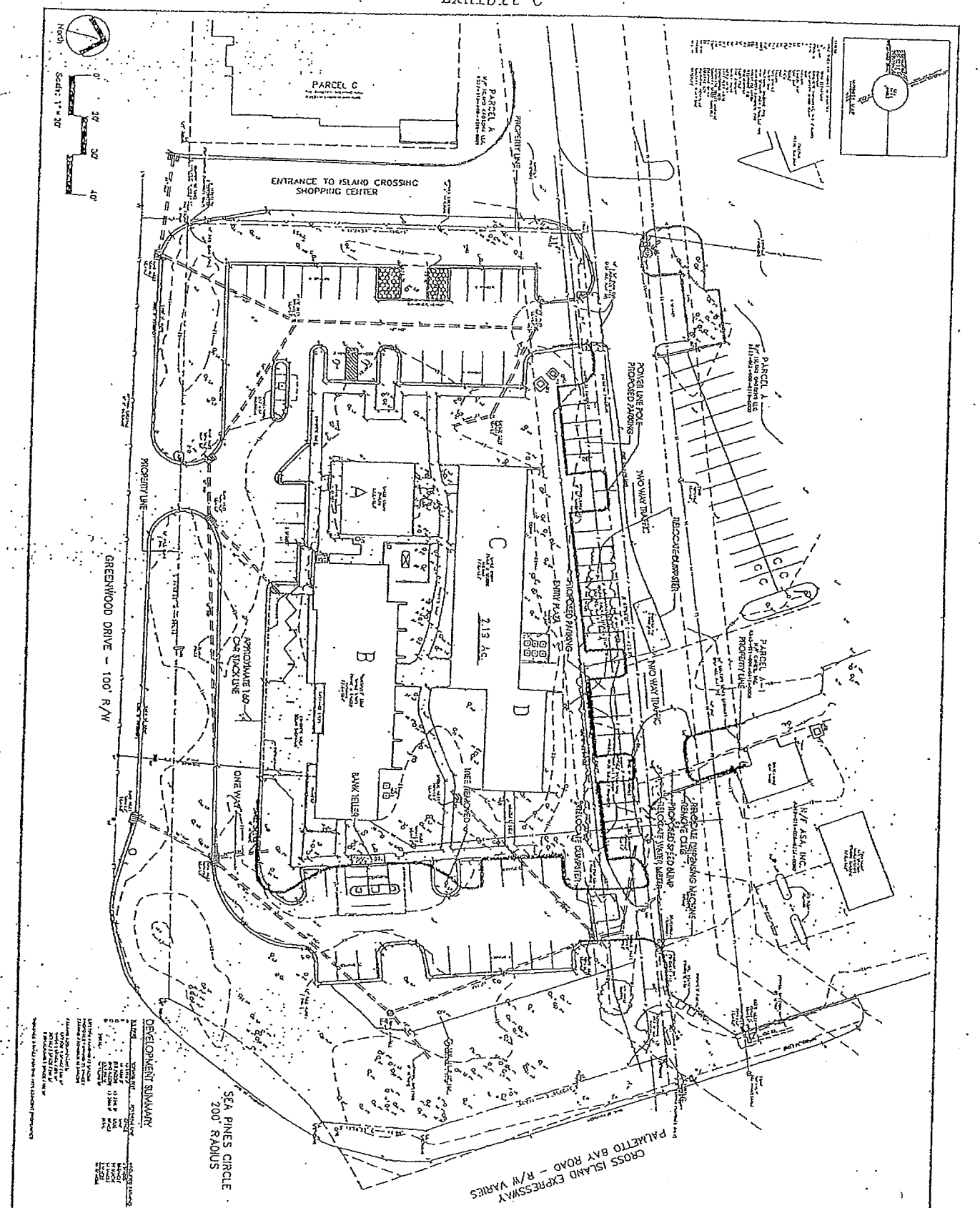
2. Approximately 6/100 of an acre to be used by the South Carolina Department of Transportation for Cross-Island Expressway along Palmetto Bay Road.

This being the same property conveyed to Sea Pines Company, Inc. from Palmetto Savings Bank of South Carolina by deed dated July 21, 1994 and recorded in Deed Book 720 at Page 1192.

000822

CC0017

Exhibit C



SHEET NUMBER: L1 OF 1

DATE	REVISIONS

DATE	2-10-2006
PROJECT #	20020-001
DRAWN BY	BD
CHECKED BY	BB

SHEET TITLE: CONCEPTUAL SITE PLAN C

CONCEPTUAL SITE PLAN
FOR
CAROLINA CENTER
PREPARED FOR
ASSET MANAGEMENT
HILTON HEAD ISLAND, SOUTH CAROLINA

Atlantic International

000823

CC0018

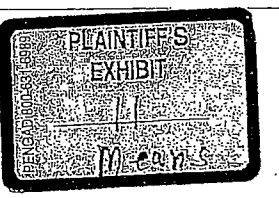


WILSON & BRATT, P.A.
ATTORNEYS AT LAW
P.O. BOX 21668
3600 MAIN STREET, SUITE 100
HILTON HEAD ISLAND, SOUTH CAROLINA 29925-1668
(843)681-6300
FAX#(843)681-3174

JOHN L. WILSON
WILLIAM F. BRATT*

*ALSO MEMBER NEW JERSEY BAR

June 2, 2008



TO: Kumar VIA FAX#842-7033
FROM: John L. Wilson
RE: Easement Proposal to ASA, Inc.

We represent ASA, Inc. I have not responded to you sooner as I have been gathering information necessary to evaluate your proposal. Our primary concern is to not overburden the ASA parcel so as to allow for future re-development.

We are not willing to execute the proposed access easement presented as it burdens the entire ASA parcel. Further, we are not willing to concede that the ASA parcel is encroaching into your parcel as we believe that we have rights over the asphalt drive thru (which has existed for 30+ years).

We are willing to consider an access easement under the following conditions:

1. The access easement is specifically platted & narrowed to what is required for vehicular access.

2. The access easement is relocatable, at our option, in the future upon notice so as to allow flexibility for future re-development of the ASA parcel.

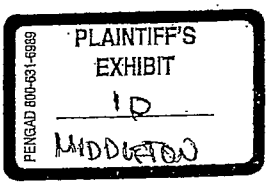
3. We must have written proof of the permission by the record owners of parcels A-1 and A to the proposed improvements and "two way traffic" access shown on your concept plan.

4. We must have written proof of the Town approval of the proposed improvements.

5. The easement granted would be revocable at our option if all of the planned improvements are not made by you in a specified period of time.

6. We need 2-way traffic warning signs at the car wash exit.

7. We need detailed construction plans of all of the planned improvements (parking space materials, where is dumpster being relocated?, paving of two way traffic area, curbing, speed bump,etc.



000824
52

CC0081

8. We need to discuss adequate compensation for the burdens placed on the ASA parcel. Either financial or a reciprocal easement for non exclusive use of the parking spaces created on your parcel and access from Greenwood drive to the ASA parcel.

Thank your for presenting this opportunity to ASA, Inc.

All best wishes,

John L. Wilson

JLW/bms

CC: ASA, Inc.

spread the word

From: kumarhh@hotmail.com Show Cc & Bcc

To: johnwilson@sc.twcbc.com; "Bob Arundell" <bob@mhalawfirm.com>

Subject: RE: Easement proposal to ASA Inc.

Show plain text

Font Style | Font Size | B I U

John:

Would like to meet with you to address the issues.

Hopefully, we can resolve this without going to court.

Kumar Viswanathan
website: www.midpointstation.com
kumarhh@hotmail.com
843-686-3800-Phone
843-842-7088-fax

From: johnwilson@sc.twcbc.com
To: kumarhh@hotmail.com
Subject: Easement proposal to ASA Inc.
Date: Mon, 2 Jun 2008 23:56:08 -0400

See attached memo. I tried faxing this but it would not transmit to the number provided.

John L. Wilson
Wilson & Bratt, P.A.
3600 Main Street, Suite 100
Hilton Head Island, S.C. 29926
Voice:843-681-6300
Fax: 843-681-2174
e-mail : johnwilson@sc.twcbc.com

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EXHIBIT 53

000826

CC0019

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

'N W. MINOR, JR. (1940-2003)
ICK K. HAIGHT, JR.
ROBERT J. ARUNDELL*

PHILIP JOHN RIOS

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
MEMBER, HILTON HEAD ISLAND BAR ASSOCIATION

THE CLARENDON BUILDING
VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067

HILTON HEAD ISLAND, SOUTH CAROLINA 29938

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, HHI CHAMBER OF COMMERCE

June 5, 2008

John L. Wilson, Esquire
Wilson & Bratt, P.A.
P.O. Box 21668
Hilton Head Island, SC 29925

Via FAX only to 681-2174

DEFENDANT'S EXHIBIT 15

Re: Easement Proposal to ASA, Inc.

Dear John:

I am working with Kumar Viswanathan in his effort to improve overall traffic circulation in around the shopping center area to which both his property and ASA's property are contiguous. I have reviewed your memorandum to Kumar dated Jun2 2, 2008 and I am comfortable that there is a golden opportunity for us to reach a win-win scenario if the parties sit down together and review the plans.

For several months, my client has been working with the other property owners and the Town. In fact, it is the Town's recommendation that we are proposing. We are trying to wrap up this phase of the project and I would like for you and I (along with our clients) to meet next week and discuss the issues. I propose we meet here at my office on Tuesday afternoon, June 10th, at 3:00 PM or after. The subject property is just a few blocks away if we needed to go on-site. Please let me know if you and your client will be available on the 10th.

Feel free to call me. I look forward to hearing from you.

Sincerely,

Robert J. Arundell

RJA/bno

PLAINTIFF'S EXHIBIT 2 Means

PLAINTIFF'S EXHIBIT H MIDDLETON

PENGAD 800-631-6989

CC0021

000827

54

Easements

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

JOHN W. MINOR, JR. (1940-2003)
CK K. HAIGHT, JR.
RT J. ARUNDELL*

PHILIP JOHN RIOS

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
MEMBER, HILTON HEAD ISLAND BAR ASSOCIATION

THE CLARENDON BUILDING
VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067

HILTON HEAD ISLAND, SOUTH CAROLINA 29938

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, HHI CHAMBER OF COMMERCE

Ex 15B

September 15, 2008

John L. Wilson, Esquire
Wilson & Bratt, P.A.
P.O. Box 21668
Hilton Head Island, SC 29925

Also via FAX to 681-2174

Re: Encroachment on to property owned by Carolina Center Building Corporation

Dear John:

Thank you for taking my telephone call last week. As we discussed on the telephone, the Staples shopping center owner has decided not to give the easement that would accommodate the original plans shown to you and your client by Kumar Viswanathan in his effort help all the neighbors and improve overall traffic circulation in and around the shopping center area.

As a result, a new plan had to be developed so that my client could proceed with the reconfiguration of the parking lot and drive though on its property. This will necessitate the removal of the encroachment onto my client's property.

Kumar wishes to be a good neighbor, however, just as your client was reluctant to give the easement he was requesting because it might have been detrimental to best future use of her property, so too, that he may make good and safe use of his property, he must now cut-off the encroachment onto his property so that he may make good and safe use of his property. Kumar is willing to meet with your client to discuss the plans if she has any desire to do so.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert J. Arundell

RJA/bno

cc: Mr. Kumar K. Viswanathan

PLAINTIFF'S EXHIBIT 3 Means

000828

CC0022



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is between ASA, Inc. ("Seller"), and Enmark Stations, Inc., a Georgia corporation ("Purchaser").

RECITALS:

A. Seller is the owner in fee simple of certain real property situated in Beaufort County, State of South Carolina, said real property consisting of 0.644 acres, more or less, as shown on plat of survey for Chevron USA, prepared by METRO Engineering & Surveying Company, Inc. dated October 20, 1992 and by reference is incorporated herein as Exhibit "A", together with all improvements, easements, tenements, hereditaments, and appurtenances belonging thereto, the foregoing being hereinafter referred to as the "Premises". The exact legal description of the Premises will be substituted for the description attached in accordance with the Purchaser's survey.

B. Seller has agreed to convey the Premises to Purchaser and Purchaser is desirous of purchasing the same.

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 Premises To Be Purchased: Subject to compliance with the terms and conditions of this Agreement, the Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Premises.

2.0 Purchase Price: The purchase price ("Purchase Price") shall be the sum of One Million Four Hundred Seventy Five Thousand Dollars ($1,475,000.00), payable as follows:

2.1 The sum of TWENTY FIVE Thousand and 00/100 Dollars ($25,000.00) ("Earnest Money") to be escrowed with Purchaser's closing attorney within ten (10) days after the date this contract is last executed. All Earnest Money shall be credited against the Purchase Price.

2.2 The balance of the Purchase Price shall be paid, in cash at closing attorney, on the closing date.

3.0 Title Objections: Purchaser shall have 75 days from the date of this contract to complete its title examination and notify Seller of any title problems or objections. If Seller is unable to satisfy Purchaser's title objections within 30 days from the date Purchaser notifies Seller of title objections, Purchaser may, at its sole election, either (a) terminate this Agreement without any liability on its part and the earnest money shall be promptly refunded; or (b) take title subject to such objections.

4.0 Control Of Premises: Until closing, Seller shall retain responsibility and liability for any damages or injury to the Premises or any persons injured on the Premises. If, prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole election, shall have the right to terminate this Agreement on notice to Seller without liability on its part by so notifying Seller and all earnest monies paid by Purchaser shall be refunded to Purchaser. If the Purchaser does not exercise its right of termination, any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for Purchaser's benefit and shall be credited against the Purchase Price. In no event shall the Purchase Price of the Premises be increased by the amount of any such proceeds.

5.0 Representations Of Seller: As an essential part of this Agreement, Seller hereby represents and warrants to Purchaser:

5.1 No notices of or violations of law or municipal ordinances, orders, or rules have been issued by the governmental authorities having jurisdiction over the Premises.

5.2 No actions, suits or proceedings at law or in equity, administratively or otherwise, have been instituted or threatened against or affect the Premises.

5.3 No action in condemnation or eminent domain proceedings are now pending or contemplated against the Premises.

5.4 Seller has good and marketable fee simple title interest to the Premises

5.5 That on the Closing Date the Premises will be free and clear of all liens, security interests, encumbrances (except the Permitted Exceptions) or other restrictions or objections to title except as permitted by this Agreement.

The general warranty deed and Seller's obligation to comply with the South Carolina Department of Health and Environmental Control, Underground Storage Tank Program (the "DEHC") the representations and warranties set forth in this section shall survive closing.

6.0 Evidence of Title and Environmental Information in Seller's Possession:

6.1 Within ten (10) days after the date this Agreement is last executed, Seller shall, if requested, deliver to Purchaser copy of deed of title and copies of all available information concerning the Premises such as boundary and topo survey(s), if not previously provided, and if available, documentation of easements, if any, affecting the property.

6.2 Disclosure of Environmental Reports.

(a) Seller to provide Purchaser with copies of environmental information pertaining to the premises. Purchaser acknowledges that Seller is providing Purchaser with copies of the Environmental Reports as an accommodation to the Purchaser only and for no other reason, and that Seller makes no warranties or representations as to the accuracy, completeness or comprehensiveness of the Environmental Reports or any information contained in the Environmental Reports. Purchaser acknowledges the Environmental Reports describe past and present environmental conditions on, at, or about the Property.

(b) Purchaser further acknowledges that all such reports and information are confidential, and Purchaser, agrees that neither it, nor any of its affiliates or their respective directors, officers, employees, agents or representatives (collectively, "representatives") will disclose any of such reports or information to any third party without the express prior written consent of Seller. Notwithstanding the foregoing, Purchaser may disclose such reports and information to third parties, if required by law, and those of its representatives it reasonably determines need to review such reports and information, with the understanding that such persons will be informed of, and directed to protect, the confidential nature of such reports and information. If this Contract is terminated for any reason or if the transaction contemplated hereby does not close for any reason, then, upon the request of Seller, Purchaser shall promptly return to Seller all of the Environmental Reports and information.

7.0 Closing:

7.1 Closing will take place on or before the 30th day after the expiration of the Due Dillgence Period.

7.2 Closing shall take place at a time and location designated by Purchaser.

8.0 Closing Costs: The following costs and expenses shall be paid as follows in connection with the closing.

8.1 Seller shall:

a. Prepare, and deliver to Purchaser for its review and approval prior to execution and for recording the Warranty Deed and other documents of conveyance at its cost.

b. Pay transfer tax and fees based on the value of the property necessary to record the Deed and to consummate the transactions contained herein.

c. Pay a commission to May River Realty in accordance with their agreement. Purchaser and Seller each represent that no other real estate commissions are due and owing to any party with respect to this transaction. Both parties hereby agree to indemnify and save harmless the other from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the indemnifying party.

8.2 Purchaser shall pay the following costs in connection with the closing:

a. The mortgage registry tax necessary to record any mortgages of the Purchaser, if any.

b. Title insurance costs.

9.0 Prorations: The following prorations shall be made as of the Closing Date:

9.1 All real property ad valorem taxes and assessments applicable to the Property and for the calendar year of Closing shall be prorated as of the date of Closing between Seller and Purchaser, said proration to be based upon the current year's tax bill. If the current year's tax bill is not available for Closing, then such pro ration shall be based on the last year's tax bill; and Purchaser and Seller agree to adjust such proration after Closing when the current year's tax bill is rendered, with any amount owing between Purchaser and Seller payable upon demand. The post closing obligations of this subparagraph shall survive the Closing.

9.2 All bills for utilities service provided to the Premises.

10.0 Due Diligence Period: Purchaser shall have one hundred twenty (120) days, excluding week-ends and holidays, from the date of this agreement (the "Due Diligence Period"), to perform whatever tests and inspections it reasonably deems necessary or appropriate to verify to its satisfaction that the Property is suitable for Purchaser's intended use of the Premises as a

convenience store/gas station (including, without limitation, the environmental condition of the Property.) During the due diligence period, Seller shall permit Purchaser to have reasonable access to the Property for the purpose of conducting building surveys, inspections, soil tests, core drillings, environmental testing and other examinations thereof as Purchaser may reasonably desire. Purchaser shall repair any and all damage by reason of any such testing and shall indemnify, defend, and save Seller harmless from and against any and all loss, cost, damage, expense or liability in connection therewith. All costs and expenses associated with Purchaser's investigations of the Premises shall be fully paid by Purchaser, and Seller shall have no responsibility for any contribution thereto. All of the earnest money shall be refundable during the due diligence period and under the following conditions: (i) Purchaser has determined that the environmental condition of the Premises is unacceptable; notwithstanding, that Seller may be or is qualified to receive funds from the State Underground Petroleum Environmental Response Bank ("SUPERB") Account under conditions of the SUPERB Act. Therefore, to the extent that Purchaser conducts any environmental testing of soil or groundwater at the Premises, Purchaser, if requested, will provide to Seller full and complete copies of any environmental assessment or analysis so that Seller can determine whether or not the contaminant levels, if any, are such as may require reporting of same in order to comply with applicable laws, rules or regulations including but not limited to DHEC and/or the entity or agency administering the South Carolina underground storage tank trust fund. If the property is contaminated and Seller determines that timely notification and filing is required, and further determines that clean up shall be required including, but not limited to, the hiring of environmental consultants, the placement of temporary or permanent monitoring wells, additional soil and/or groundwater test and any other matter or action resulting from Purchaser's environmental tests, Seller shall be responsible for any costs or expenses not covered by the SUPERB Account; (ii) Purchaser determines that the Premises may have additional environmental contamination other than "Petroleum Contamination" as defined in the below Article 11.1(b), (iii) Purchaser is unable to obtain, to its satisfaction, any and all approvals and permits to re-image the existing facilities to that of an Enmark Station, including, but not limited to, making structural and façade changes to the convenience store, canopy, dispensers and related facilities, (iv) Purchaser obtaining satisfactory independent marketing analysis of the Premises, (v) Purchaser determining to its satisfaction that the existing curb cuts/ingress/egress to the Premises will remain "as is", (vi) Purchaser has title objections, which Seller is unable or unwilling to cure, and there is no reportable contamination as set out in the above items (i) and (ii). Otherwise, all earnest money shall be retained by Seller as liquidated damages and not as a penalty.

11.0 Environmental Matters:

11.1 Definitions: As used in this Agreement, the following terms shall have the meanings given below:

(a) "DHEC" shall mean the South Carolina Department of Health and Environmental Control, Underground Storage Tank Program (the "DHEC").

(b) "Petroleum Contamination" shall mean any and all petroleum, petroleum products, petroleum hydrocarbons, or petroleum constituents in soil or groundwater at the Property or at Adjacent or Contiguous Property resulting from the leaking, spilling, or other release from the Seller's UST System.

(c) "Losses" shall mean any direct demands, claims, actions or causes of action, assessments, fines, penalties, sanctions, damages, liabilities, costs and expenses,

including without limitation, reasonable attorney's fees and expenses, but excluding diminution in value and any special and consequential damages.

11.2 Compliance with Laws and Indemnity.

(a) If the Premises is determined to be contaminated and Purchaser elects to close, Seller covenants and agrees that it shall continue, at its sole cost and expense (i) to prepare and file with the DHEC in a timely manner all notifications, reports, corrective action plans, monitoring and test results, and all other materials that are required of Seller under the South Carolina Underground Storage Tank Control Regulations with regard to the UST System and/or any Petroleum Contamination, and (ii) perform all investigations, assessments, cleanups, remedial work, and monitoring required of Seller by the DHEC to address any Petroleum Contamination in a safe, and workmanlike manner, in accordance with generally accepted industry standards, subject to and in compliance with the requirements of the South Carolina Underground Storage Tank Control Regulations. In conducting all such investigation, assessment, cleanup, and remedial work activities, Seller shall take all reasonable efforts to ensure that such activities do not interfere unreasonably with Purchaser's use of the Premises.

(b) Seller hereby agrees to indemnify, defend, and hold harmless Purchaser, from and against any and all Losses resulting from material breach by Seller of its obligations under Section 12.2(a) of this Agreement. Notwithstanding the foregoing, and under such terms as defined under Section 12.1 herein, Seller shall only be obligated to indemnify Purchaser for Petroleum Contamination which exist as the date of closing.

(c) Purchaser may effectuate a property exchange transaction with a qualified intermediary in accordance with IRS regulations promulgated under section 1031 of the Internal Revenue Code. Upon the selection of a qualified intermediary, Seller shall have no further obligation or liability to Seller or any third party with respect to the exchange property.

Nothing contained herein precludes Seller from receiving reimbursement as applicable from the South Carolina State Underground Petroleum Environmental Response Bank.

12.0 Sale of Business: In addition to the real estate described above, the Seller shall transfer all Business Assets owned by Seller, excluding only the following items: leased credit card machine(s), one ruby point of sale, leased coffee machine(s), leased sandwich merchandiser(s), computer(s), printer, fax machine, accounts and bills receivable, any deposits for any leases or utilities and tickets, and proprietary signage located on the Premises. By way of example, the following items are included in the sale of the Premises (whether or not the items are considered real or personal property), which shall include, but not limited to: all car wash equipment and related facilities, underground storage tanks/dispensers and related facilities, and veeder root system, transferable insurance policies, Seller's rights under or to all paid up contracts, and maintenance agreements, made by or granted to the Seller in connection with such business.

13.0 Business Assets: The Seller represents that all of the Business Assets owned by Seller shall be transferred at closing.

14.0 List of Vendors: The Seller will furnish to the Purchaser within ten (10) business days of the Purchaser's request, a list of existing and applicable vendors with all the names and business addresses.

15.0 Stock-in-Trade and Merchandise: The Seller and the Purchaser shall take a physical inventory of the stock-in-trade and merchandise within two (2) business days prior to the date set for closing in this agreement, or at such other date agreeable to the parties. The inventory of gasoline and diesel fuel will be determined by a physical inventory of each tank to determine the number of gallons remaining for each fuel product. The price per gallon of each product will be the number of gallons multiplied by the low rack price per gallon plus applicable taxes and freight as of the date of closing. All other retail merchandise will be sold below the retail value at the following discount rates: (i) cigarettes-16.0%, (ii) Beer & Wine-17.0%, (iii), all other retail merchandise-34.0%, (iv) items excluded from purchase are: damaged and perishable items, newspapers, retail cups, ice bags, calling cards, lottery tickets, and any prepaid cards.

16.0 Notice to Vendors: The Purchaser intends to deliver or send appropriate notice to all the persons shown on the list of vendors furnished by the Seller and to other persons, if any, who are known to the Purchaser to hold or assert claims against the Seller. The Seller will cooperate with the Purchaser in all reasonable matters relating to such notice and will furnish any reasonable information that may be required by the Purchaser in this regard. Such additional information shall include the names and business addresses of persons who become vendors of the Seller before the closing of this agreement.

17.0 Tax Claims: At the closing and as specified in this agreement, Seller shall deliver to Purchaser documents, or other evidence, satisfactory to Purchaser, demonstrating that no taxes are outstanding, other than those for which adjustment in the purchase price are made. For this purpose taxes shall not include the Seller's personal income tax, but shall include any and all business related taxes, sales tax and business or license fees directly relating to the Premises.

18.0 Representations by Seller: The Seller makes the following representations and warranties to the Purchaser:

(a) The Seller is the owner of and has marketable and insurable title to the business and property referred to in Article 1and Article 13, free of all debts, liens, security interests, and encumbrances (except the debts to vendors set forth in the list of vendors referred to in Article 15.0).

(b) Seller has entered into no other contract relating to the business and property referred to in Paragraph 1, except as shown on Exhibit B labeled "Inventory of Business Assets". All such contracts are evidenced by a written document and will be delivered to Purchaser prior to the expiration of the Due Diligence Period.

(e) There are no judgments, liens, actions, or proceedings pending or threatened against Seller relating to the Premises.

(d) There are no violations of any kind pending or threatened against the business and property referred to in Paragraph 1 except as to potential petroleum contamination as acknowledged in item 22 (b) below.

(e) Seller has complied with all laws, rules, and regulations relating to the business and property referred to in Paragraph 1.

All of the representations and warranties set forth in this section shall survive closing.

19.0 Conduct of Business: The Seller will conduct the business referred to in Article 13.0 up to the date of the physical inventory provided in Article 16.0, in the normal and regular manner, and Seller will not enter into any contract except as may be required in the regular course of business.

20.0 Business Contracts and Leases: The Purchaser assumes no responsibility for any business contracts or leases made by the Seller.

21.0 Seller's Default: Should Seller default, Purchaser shall be entitled to (a) enforce the specific performance of this Agreement or (b) cancel and terminate this Agreement and receive a refund of the Earnest Money.

22.0 Purchaser's Default: Should Purchaser default, Seller shall be entitled to retain all Earnest Money on deposit as Seller's sole liquidated damages.

23.0 Attorney's Fees; Costs: Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement or to establish breach of this Agreement, the non-prevailing party shall pay to the other party all reasonable attorney's fees, incurred in connection therewith.

24.0 Miscellaneous: The following general provisions govern this Agreement:

24.1 Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of South Carolina.

24.2 Notices. Any notice required to be given to Seller or Purchaser pursuant to this Agreement shall be in writing and shall be deemed duly given upon the date of mailing if sent by registered or by certified mail, return receipt requested, to the address stated in the preamble to this Agreement, if sent by overnight mail, or if sent by facsimile with confirmation thereof. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

To Seller: Enmark Stations, Inc.
101 North Lathrop Ave.
Savannah, Georgia 31415
Attention: Director, Corporate Real Estate

To Purchaser: ASA, Inc.
3 Palmetto Bay Road
Hilton Head, South Carolina 29928

24.3 Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

24.4 Assignment. Purchaser reserves the right to assign this Agreement and the rights, which are contained herein.

24.5 Third Party Negotiations. During the term of this Agreement, as the same may be extended, Seller shall not enter into negotiations with a third party or enter into any contractual relationship with a third party for the sale or lease of the Premises.

Execution of Purchase Contract: The individuals executing this contract on behalf of the Purchaser and Seller represent and warrant that they are duly authorized to execute the same so as to bind the Purchaser and Seller and are also authorized to sign any other documents needed to amend or supplement this purchase agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter of the two (2) dates set forth below:

PURCHASER: ENMARK STATIONS, INC.

By: James B. Mercer

James B. Mercer

Its: Vice President

Attest: Dwight Harrison

Dwight Harrison

Its: Secretary

(Corporate Seal)

DATE: 11/05/08

SELLER: ASA, INC.

By: Alice B Means

Alice B. Means

Its: President

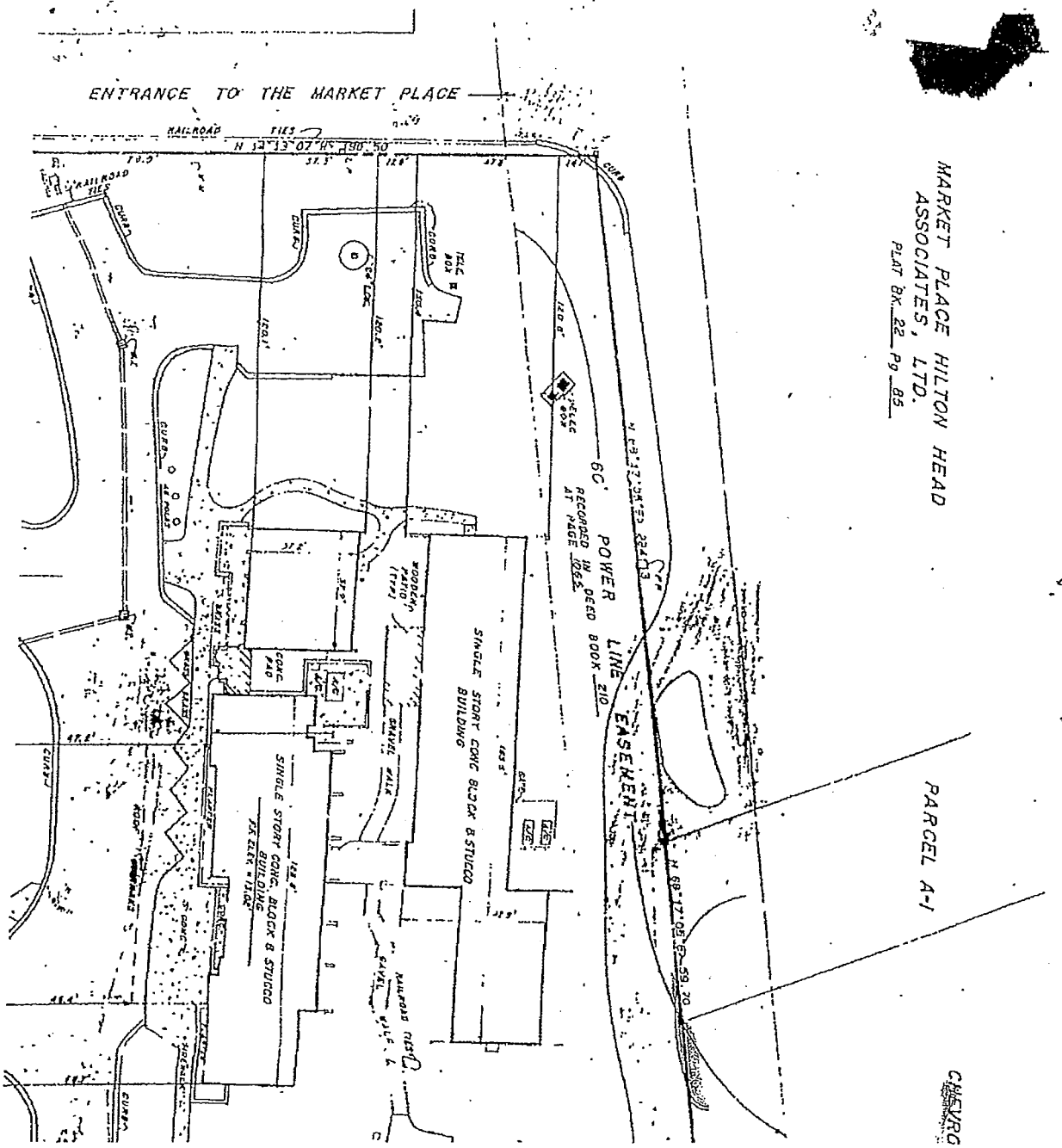
Attest: Alice B Means

Its: Secretary

(Corporate Seal)

DATE: 11-20-08

This contract offer is submitted to Seller on the condition that the offer is accepted by the Seller on or before this 21ST day of November, 2008. If this offer is not accepted on or before that date, this offer shall be deemed void and Seller shall return these Contracts to Purchaser.

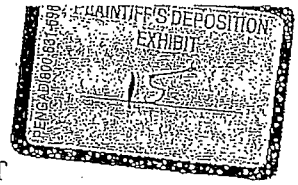


P Bk. 38 | 53

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Enmark
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PALMETTO BAY ROAD
(66' R/W)
DURRENCE'S ALLEY
OLD 100FT DE. WAY OF USA PINES CIRCLE
N33°40'00"W 160.61'
S33°40'00"E 160.61'
S56°20'00"W 180.00'
N56°20'00"E 180.00'
POB
LOCATION MAP
Exhibit A
AREA = 28,076 Sq. Ft. / 0.644 ACRES
CHEVRON U.S.A.



STATE OF SOUTH CAROLINA)
) ADDENDUM TO PURCHASE AGREEMENT
COUNTY OF BEAUFORT)

This Addendum to Purchase Agreement is entered into this 20 day of November, 2008, by and between, ASA, Inc., hereinafter "Seller" and Enmark Stations, Inc., hereinafter, "Purchaser" concerning 0.644 Acres, more or less located at 3 Palmetto Bay Road, Hilton Head, SC, 29928 hereinafter the "Property".

A. Notwithstanding anything contained in the Purchase Agreement to the contrary, the Premises and Business Assets are sold in "AS-IS" condition and "WITH ALL FAULTS". Provided however, that the obligations of Seller as to Environmental Matters as described in Paragraph 11.2 shall be an exception to the "AS-IS" sale of the Premises. ~~Purchaser agrees to cooperate with Seller in enforcing and obtaining the benefits of the Environmental Indemnity of Chevron USA, Inc. afforded Seller and Purchaser as a subsequent owner of the Premises.~~

Purchaser Initial

ABM
Seller Initial

B. The Due Diligence Period mentioned in Paragraph 10 shall be changed to Ninety (90) calender days from the date of this agreement. Seller agrees to grant to Purchaser one Thirty (30) calender day extension of the Due Diligence Period in consideration of a non-refundable payment by Purchaser to Seller of Twenty Five Thousand ($25,000.00) Dollars at the time the extension is requested. Time is of the essence of all time periods stated in the Purchase Agreement.
If Purchaser extends, non-refundable payment shall be credited against purchase price.

C. The Representations of Seller contained in paragraph 5.2 and in Paragraph 18 are hereby qualified to provide the following disclosure to Purchaser by Seller:

ABM
Seller Initial

Purchaser Initial

Seller is informed and believes that approximately 30 years ago, Standard Oil Company n/k/a Chevron USA, Inc. installed a curb cut and driveway at the southeastern boundary of the Premises as shown on Exhibit A and in Plat Book 38 at Page 53. The driveway crosses the contiguous property to the south (Old Sea Pines Welcome Center) and connects to the Market Place shopping center parking area. ASA, Inc. acquired the Premises in 1993. On June 15, 1994 the Purchaser (Carolina Center Building Corporation) of the contiguous property (Old Sea Pines Welcome Center) caused his counsel (Cary S. Griffin, Esq.) to write Seller's counsel (copy of letter is attached hereto and incorporated herein by reference) inquiring about the driveway. On June 23, 1994 Seller's counsel wrote a reply letter to Cary S. Griffin, Esq. (copy of letter and attachments to said letter is attached hereto and incorporated herein by reference) concerning the driveway. Nothing further transpired on this subject for a period of 14 years. In 2008, the owner (Carolina Center Building Corporation) of the contiguous property to the south (Old Sea Pines Welcome Center) who was the 1994 purchaser, contacted Seller about his possible redevelopment plans and requesting an access easement over the Premises and alleged that the said driveway encroaches and that it needed to be closed. Seller's counsel delivered a copy of his 1994 letter and attachments to Carolina Center Building Corporation and its counsel to re-assert the right of the driveway to remain. The driveway remains open as of this date and no further action or suit or the like has been taken by Carolina Center Building Corporation as to the driveway. Seller suspects that Carolina Center Building Corporation desires an access easement over the Premises to Palmetto Bay Road and alleges that the aforementioned driveway encroaches merely as a possible bargaining chip to obtain the desired access easement at little or no cost. Seller, not wishing to burden the property with an access easement while marketing the property for sale, has declined further contact or discussions with Carolina Center Building Corporation.

D. Paragraph 8.1 (b) is amended to provide compliance with local custom as to Seller agreeing to pay the state document transfer tax (formerly deed stamps) of $1.85 per $500 of real property consideration and Purchaser agreeing to pay the Town of Hilton Head Transfer Tax of .0025 of the real property consideration.

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E. Paragraph 9.1 is amended to provide that any insurance policies assumed by or assigned to Seller shall have the premiums prorated as of the closing date as between Purchaser and Seller.

F. Paragraph 12 shall be amended to provide that the following additional items shall be excluded from the sale of Business Assets: Air Pump, ATM Machine, Lottery Machine, Calling Card activation device, 2002 Volvo Station Wagon and Life Insurance policies on the Life of Alice B. Means.

G. Paragraph 18(b) is amended so as to provide that Seller shall provide Purchaser with an Exhibit "B" list of contracts and vendors and any written contract documents within 15 days of the execution of this agreement.

H. Paragraph 24.2 is amended to provide the following addresses for all notices to Seller:

Alice B. Means, President
ASA, Inc.
25 St. Andrews Place
Hilton Head Island, SC 29928

with a required copy to:

John L. Wilson, Esq.
Wilson & Bratt, P.A.
3600 Main Street, Suite 100
Hilton Head Island, SC 29925

In all other respects the Purchase Agreement between the parties hereto shall remain unchanged.

ASA, Inc., Seller

Witness

BY: Alice B Means
Alice B. Means, President

Date: 11-20-08

Enmark Stations, Inc., Purchaser

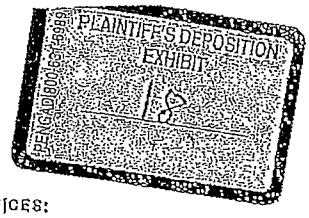
Witness

BY:
James B. Mercer, Vice President

Attest:
Dwight Harrison, Secretary

Date: 11/21/08

J:\ALESHA\LINK\CONTRACT\addendum to Purchase Agreement Asa and Enmark.wpd



ELLIS, PAINTER, RATTERREE & ADAMS LLP

ATTORNEYS AT LAW

POST OFFICE BOX 9946
SAVANNAH, GEORGIA 31412-0146

TELEPHONE (912) 233-9700
FACSIMILE (912) 233-2281

OFFICES:
TENTH FLOOR
2 EAST BRYAN STREET
SAVANNAH, GEORGIA 31401-2602

J. WILEY ELLIS (GA & NC)
PAUL W. PAINTER, JR.
R. CLAY RATTERREE (GA & CO)
DAVID W. ADAMS
SARAH B. AKINS
JAMES K. AUSTIN
TRACY C. O'CONNELL (GA & TX)
MAURY BOWEN ROTHSCHILD
DREW K. STUTZMAN
ROBERT S. D. PACE
JASON C. PEDIGO
DANIEL C. JENKINS
J. PATRICK CONNELL
QUENTIN L. MARLIN

OF COUNSEL:
KIMBERLY COFER HARRIS

JAMES K. AUSTIN
912.231.6733
jaustin@epra-law.com

January 30, 2009

ASA, Inc.
Alice B. Means, President
3 Palmetto Bay Road
Hilton Head Island, South Carolina 29928

ASA, Inc.
Alice B. Means, President
25 St. Andrews Place
Hilton Head Island, South Carolina 29928

Wilson & Bratt, P.A.
John L. Wilson, Esq.
3600 Main Street, Suite 100
Hilton Head Island, South Carolina 29925

Re: Notice of title objections under that Purchase Agreement concerning property (the "Property") commonly known as 0.644 acres, more or less, 3 Palmetto Bay Road, Hilton Head Island, South Carolina 29928, last signed November 20, 2008, between ASA, Inc., as seller (the "Seller"), and Enmark Stations, Inc., as buyer (the "Buyer"), as amended by Addendum to Purchase Agreement dated November 20, 2008 and last signed November 21, 2008 between said parties (the said contract, as amended, is the "Contract").

Dear sir or madame:

This firm represents Enmark Stations, Inc., the above-referenced Buyer. Please accept this letter as Buyer's written statement of title problems or objections and other matters or facts affecting the title to or marketability of the Property. Buyer hopes to proceed with this transaction, and this letter is provided to comply with the Contract's various timelines and thereby safeguard Buyer.

Buyer has the following objections at this time:

1. Buyer intends to purchase the Property for continued use as a gasoline station and convenience store. As such, access by the public to and from the Property is material. One of the two existing access points to and from the Property is through a purported driveway easement (the "Driveway Easement") across adjacent property historically

000841 8

known as "welcome center property" (the "Welcome Center Property") and now owned by Carolina Center Building Corp. Carolina Center Building Corp. has asserted that the Driveway Easement is not a valid easement, encroaches on the Welcome Center Property and should be closed. Carolina Center Building Corp. and Caheti, Inc. have entered into that Parking and Access Easement Agreement dated April 15, 2008 and recorded in Book 2725, Page 1644, Beaufort County, SC Register of Deeds ("ROD") which agreement indicates that Carolina Center Building Corp. intends to re-develop or utilize the Welcome Center Property in a manner which would result in the closing and/or relocation of the Driveway Easement and/or its point of ingress/egress to/from the Property. Buyer's title agent has not been able to find in the title chain an express easement for the Driveway Easement in favor of Seller or its predecessors in title. While there is the possibility certain rights may inure to the owner of the Property as a result of that certain Relocation of Easement Rights recorded at Book 210 at Page 1065 at the ROD, or other facts and circumstances, these rights are arguably vague or uncertain. Buyer objects that there is no clear, express easement of record running with the land for the Driveway Easement and that, as a result, one of the two points of ingress/egress to and from the Property may be lost.

2. The Property is encumbered by that declaration of restrictive covenants recorded in Book 218, Page 1954, at the ROD. Item 5 of these covenants sets forth a right of first refusal. Buyer requires that Seller obtain prior to closing the written waiver and refusal to exercise such right of first refusal from the holder thereof. Buyer also requires assurance from Seller that such declaration of restrictive covenants have been complied with in all material respects both by Seller and, to the best of Seller's knowledge, Seller's predecessors in title. Buyer also requests that Seller, during its communications with the holder of such right of first refusal, request the release of the Property from and under such declaration of restrictive covenants, given that, aside from the right of first refusal, the development and use restrictions on the property are now adequately covered by local codes, laws and ordinances, etc.

3. There is a mortgage made by Seller in favor First South Bank Bluffton recorded at Book 2710, page 2124, at the ROD , and related assignment of leases recorded at Book 2710, page 2133, at the ROD, which instruments encumber the Property and must be paid off or released at or before closing.

At your convenience, please give me a call to discuss how we may resolve the above matters and move forward with the transaction. Thanks.

Very truly yours,

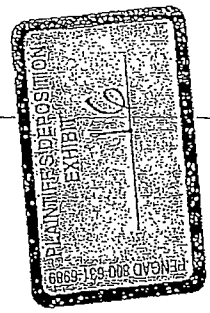
James K. Austin

cc: Enmark Stations, Inc.

AMENDMENT TO PURCHASE AGREEMENT

This amendment to purchase agreement (the "Amendment") is made as of February 18, 2009, between ASA, Inc., as seller ("Seller"), and Enmark Stations, Inc., as purchaser ("Purchaser"), and amends that Purchase Agreement between Seller and Purchaser last signed November 20, 2008, as amended by Addendum to Purchase Agreement between Seller and Purchaser last signed November 21, 2008.

Now, therefore, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller and Purchaser do hereby mutually agree as follows:



1. The Purchase Price set forth in Item 2.0 of the Purchase Agreement is hereby reduced by Thirty-five Thousand Dollars ($35,000.00). Accordingly, the Purchase Price set forth in Item 2.0 of the Purchase Agreement shall hereafter be One Million Four Hundred Forty Thousand Dollars ($1,440,000.00).

2. The closing shall occur on the afternoon of Friday, March 20, 2009, at the offices of Purchaser's counsel in Hilton Head Island, SC, or at such other time and/or place as may be mutually agreed by Purchaser and Seller. The physical inventory under Item 15.0 of the Purchase Agreement will be conducted on the morning of Friday, March 20, 2009, and, per Item 19.0 of the Purchase Agreement, Purchaser will operate in the normal course up until that time.

3. With reference to the title objection letter dated January 30, 2009 sent to Seller and its counsel by Purchaser's counsel, Purchaser removes the first title objection in such letter which concerns the "Driveway Easement" as the same is referenced in such letter.

4. A new paragraph 11.2(d) is added to the Purchase Agreement at the end of the current Item 11.2, which new paragraph 11.2 (d) reads as follows:

> "(d) If Seller pays expenses as a result of its performance of its obligations under Item 11.2(a) above, then Purchaser agrees to reimburse Seller for such expenses so paid by Seller up to a maximum amount which is equal to the lesser of (i) $25,000.00 or (ii) the amount of the applicable deductible which Seller must pay in order to be eligible for reimbursement for such expenses from the State of South Carolina; provided, however, that expenses reimbursed to Seller by Purchaser hereunder are not reimbursed to or paid on behalf of Seller by a source other than Purchaser under this paragraph."

5. At closing, Seller, if requested by Purchaser, will assign its rights under item 4 of that purchase and sale agreement dated as of March 23, 1993 between Chevron U.S.A. Inc., as seller, and Alice B. Means, as buyer, which agreement was assigned by Alice B. Means to ASA, Inc. by assignment dated August 26, 1993, to Purchaser as Seller's successor in title to the subject property.

6. All other terms and conditions of the aforementioned Purchase Agreement, as amended by the aforementioned Addendum to Purchase Agreement, not in conflict herewith remain in full force and effect. The Purchase Agreement, as amended by the aforementioned Addendum to Purchase Agreement and this instrument, is hereby ratified and confirmed. This instrument may be executed in multiple counterparts with any counterpart delivered by fax or e-mail, in which case a copy of an executed counterpart so delivered shall have the force and effect of an original.

In witness whereof, the parties hereto have set their hands and seals as of the date set forth above.

ASA, Inc.

By: Alice B Means

Title: President

Enmark Stations, Inc.

By:

Title: VP / General Manager

OMB NO. 2502-0265

A.	B. TYPE OF LOAN:
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: ENMARK8196-001 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (ENMARK8196-001.PFD/ENMARK8196-001/37)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Enmark Stations, Inc. 2112 Rankin Street Savannah, GA 31415	ASA, Inc. 25 St. Andrews Place Hilton Head Island, SC 29928	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 57-0778577 Jones, Patterson, Simpson & Newton, P.A. PLACE OF SETTLEMENT 18 Pope Avenue Hilton Head Isl., SC 29928	I. SETTLEMENT DATE:
3 Palmetto Bay Road Hilton Head Island, SC 29928 Beaufort County, South Carolina		March 19, 2009

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	1,440,000.00	401. Contract Sales Price	1,440,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	12,780.00	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. Merchants taxes to		406. Merchants taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	1,452,780.00	*420. GROSS AMOUNT DUE TO SELLER*	1,440,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	25,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	110,548.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage to First South Bank	439,285.08
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. Merchants taxes 01/01/09 to 03/19/09	22.02	510. Merchants taxes 01/01/09 to 03/19/09	22.02
211. County Taxes 01/01/09 to 03/19/09	2,302.89	511. County Taxes 01/01/09 to 03/19/09	2,302.89
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516. Tax Compliance Cert Escrow	5,000.00
217.		517. Balance Due 3/2 - 3/19 to South Island PSD	197.34
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	27,324.91	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	557,355.33
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)	1,452,780.00	601. Gross Amount Due To Seller (Line 420)	1,440,000.00
302. Less Amount Paid By/For Buyer (Line 220)	(27,324.91)	602. Less Reductions Due Seller (Line 520)	(557,355.33)
303. CASH (X FROM) (TO) BUYER	1,425,455.09	*603. CASH (X TO) (FROM) SELLER*	882,644.67

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

Substitute Form 1099-S:

SELLER'S TAX ID SOLICITATION: THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 406, 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2009 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply: a) You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate; b) Your original mortgage loan was provided after 1990, and; c) You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 406, 407 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2009 Instructions for Forms 1099, 1098, 5498, and W-2G.
Department of the Treasury - Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller's Signature TaxID/SSN: 57-0983888	Seller's Signature TaxID/SSN:	Seller's Signature TaxID/SSN:	Seller's Signature TaxID/SSN:

PLAINTIFF'S EXHIBIT 3 PEMCRE

Enmark 000450

6J 000844

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 1,440,000.00 @ 8.0000 % 115,200.00		
Division of Commission (line 700) as Follows:			
701. $ 105,200.00	to May River Realty		
702. $	to		
703. Commission Paid at Settlement			105,200.00
704.	to		
Note: Line 701 Includes Adjustment of	-10,000.00 For reduction		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	% to		
802. Loan Discount	% to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Tax Service Fee	to		
806. Flood Certification Fee	to		
807. Underwriting Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @ $ /day (days %)		
902. MIP Totlns. for LifeOfLoan	for months to		
903. Hazard Insurance Premium for	1.0 years to		
904. Flood Insurance	1.0 years		
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage Insurance	months @ $ per month		
1003. Merchants taxes	months @ $ per month		
1004. County Taxes	months @ $ per month		
1005. Assessments	months @ $ per month		
1006. Flood Insurance	months @ $ per month		
1007.	months @ $ per month		
1008. Aggregate Adjustment	months @ $ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to		
1102. Abstract or Title Search	to Sea Island Abstract & Title Co.	75.00	
1103. Title Update	to Sea Island Abstract & Title Co.	75.00	
1104. Title Insurance Binder	to Jones, Patterson, Simpson & Newton, P.A.	75.00	
1105. Document Preparation	to Jones, Patterson, Simpson & Newton, P.A.		
1106. POA Closing Processing Fee	to Jones, Patterson, Simpson & Newton, P.A.		
1107. Attorney's Fees	to Jones, Patterson, Simpson & Newton, P.A.	6,500.00	
(includes above item numbers:	)		
1108. Title Insurance	to Hilton Head Island/Bluffton Title Agency	2,385.00	
(includes above item numbers:	)		
1109. Lender's Coverage	$		
1110. Owner's Coverage	$ 1,440,000.00 2,385.00		
1111. Seller's Attorney Fee & Costs	Wilson & Bratt, PA		
1112. Misc Fees(Inc ph,fax,copies)	to Jones, Patterson, Simpson & Newton, P.A.	50.00	
1113. Overnight & Postage fees	Jones, Patterson, Simpson & Newton, P.A.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed $ 10.00; Mortgage $	; Releases $ 10.00	10.00	10.00
1202. City/County Tax/Stamps: HHI Transfer Tax	3,600.00; Mortgage	3,600.00	
1203. State Tax/Stamps: Deed	5,328.00; Mortgage		5,328.00
1204. Record Waiver	to Beaufort Register of Deeds		10.00
1205. Record Assignments	to Beaufort Register of Deeds	10.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Processing Fee			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		12,780.00	110,548.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer Enmark Stations, Inc.
BY:
Dwight Harrison
Director, Corporate Real Estate

Seller ASA Inc
BY: Alice B Means
Alice B. Means
President

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Jones, Patterson, Simpson & Newton, PA
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

BUYER / SELLER CERTIFICATION

Buyer:	Enmark Stations, Inc.
Seller:	ASA, Inc.
Settlement Agent:	Jones, Patterson, Simpson & Newton, P.A. (843)842-6111
Place of Settlement:	18 Pope Avenue Hilton Head Isl., SC 29928
Settlement Date:	March 19, 2009
Property Location:	3 Palmetto Bay Road Hilton Head Island, SC 29928 Beaufort County, South Carolina

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are Based on the prior tax periods rate(s). The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

Seller understands that the payoff figure(s) shown on the first page of the Settlement Statement are figures supplied to the Settlement Agent by the Seller's lender(s) and is/are subject to confirmation upon tender of payment. If the payoff figure(s) are inaccurate, Seller agrees to immediately pay any shortage(s) that may exist.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Enmark Stations, Inc.

BY: _____
Dwight Harrison
Director, Corporate Real Estate

ASA, Inc.

BY: Alice B Means
Alice B. Means
President

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Jones, Patterson, Simpson & Newton, PA
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 & Section 1010.

(ENMARK8196-001.PFD/ENMARK8196-001/32)

Enmark
000452

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

JOHN W. MINOR, JR. (1940-2003)
EHRICK K. HAIGHT, JR.
ROBERT J. ARUNDELL *

STACEY S. COLLINS * *

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
** ALSO A MEMBER OF THE GEORGIA BAR

1000 WILLIAM HILTON PARKWAY, SUITE 203
CLARENDON BUILDING - VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067
HILTON HEAD ISLAND, SOUTH CAROLINA 29938

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, HHI CHAMBER OF COMMERCE

October 29, 2012

Enmark Stations, Inc.
2112 Rankin Street
Savannah, GA 31415

Via Certified Mail

Re: Encroachment on Land

Dear Sir:

I am writing to you on behalf of Carolina Center Building Corporation which owns a parcel of land adjoining the parcel of land you purchased from ASA, Inc. on March 19, 2009. There is an encroachment in the form of an asphalt driveway that projects onto my client's property. I have attached two maps which more clearly identify the subject properties and the encroachment.

In 2008, in anticipation of prospective redevelopment plans, we notified ASA, Inc. that the encroachments would have to be closed. However, when those re-development plans were put on hold, my client decided to allow the encroachment to remain open. As my client now anticipates the possible transfer of the property, the encroachment will have to be closed.

The purpose of this letter is to inform you that the encroachment, the informal driveway at the back of the property, is going to have to be closed. This closure will prevent those who have been using my client's property as a 'short-cut' from doing so in the future. We will give you a more precise date as to when this encroachment will be closed as plans become finalized.

In the meantime, if you have any questions, please do not hesitate to contact me.

Sincerely,

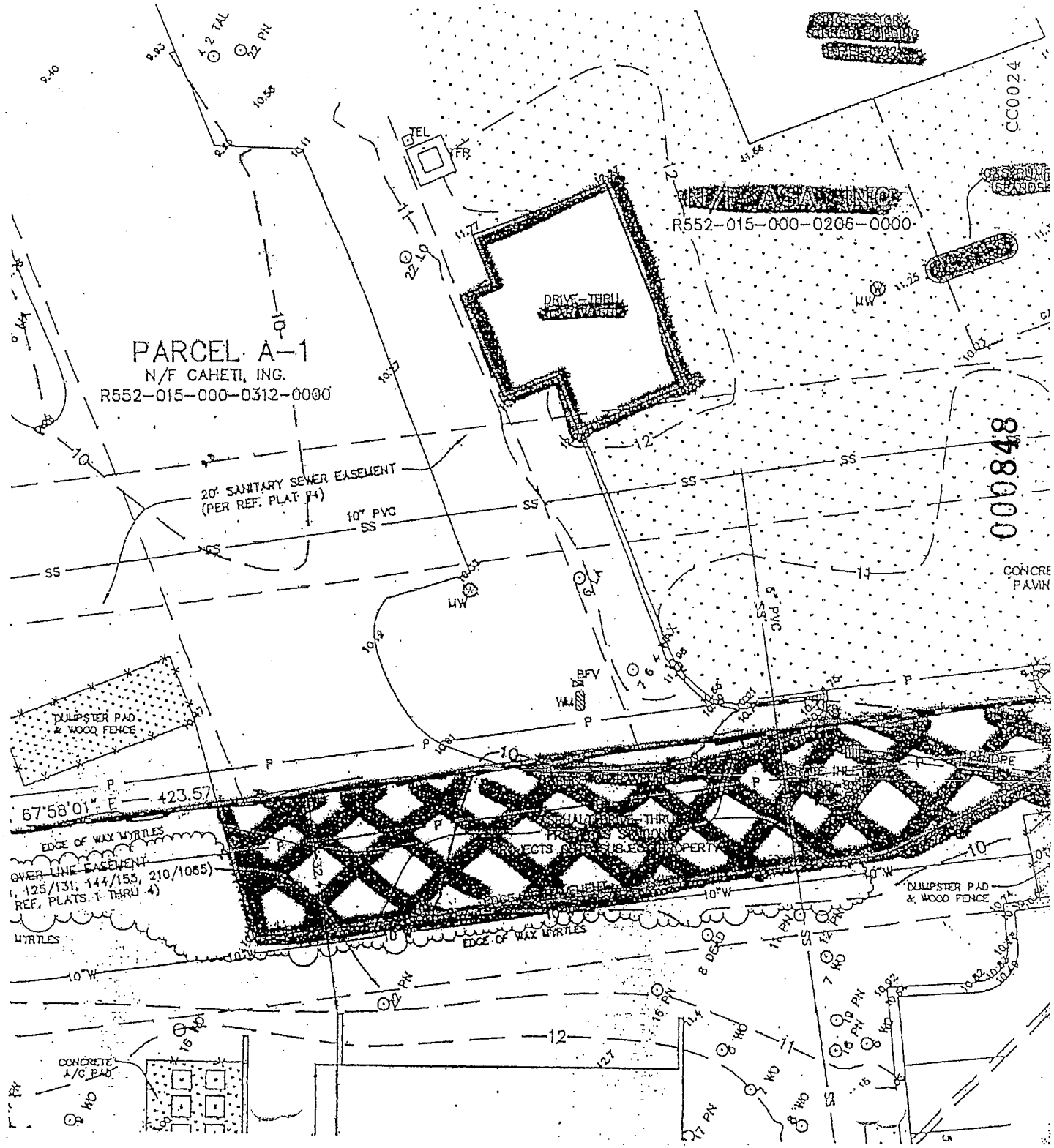
Robert J. Arundell

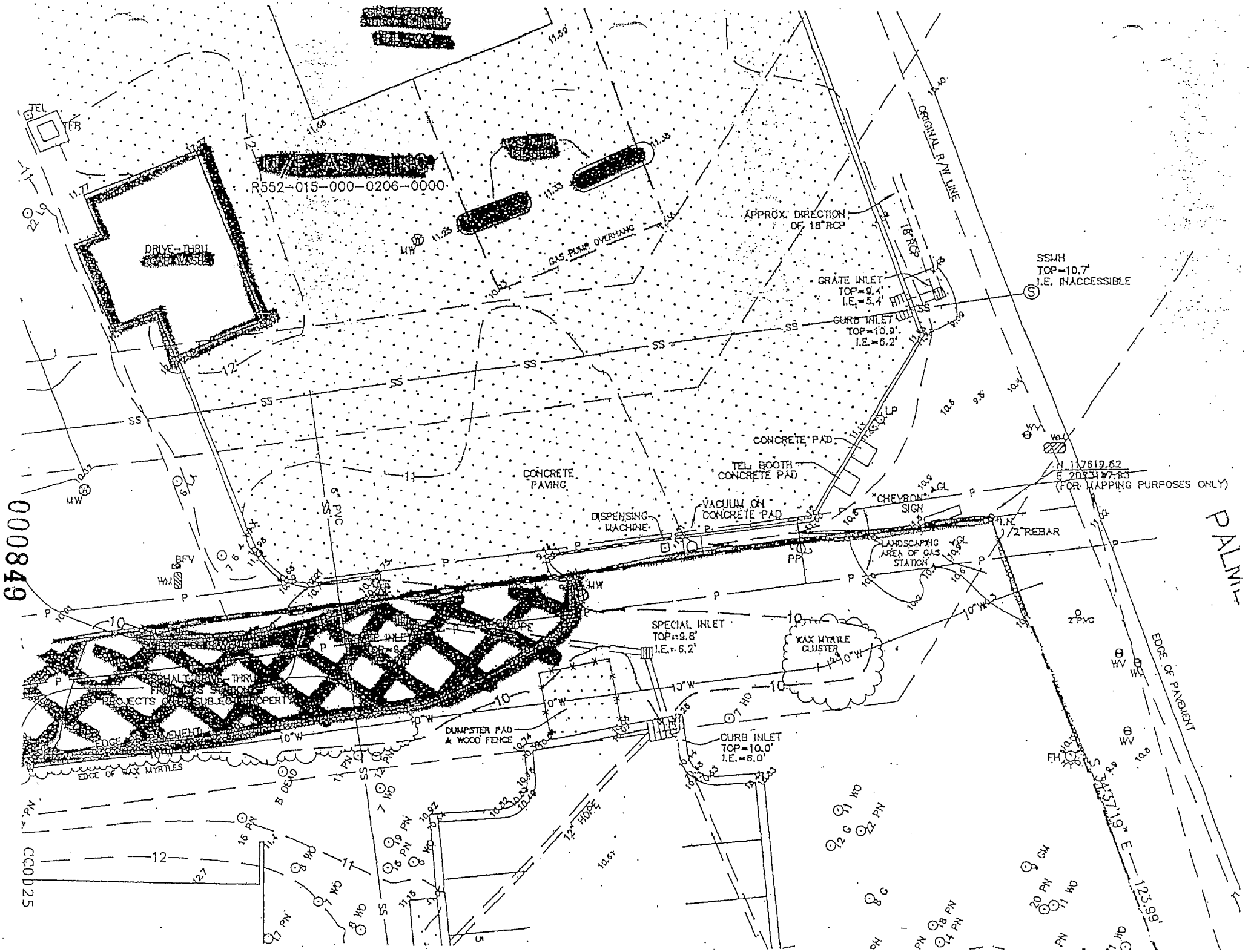
RJA/bno
Enclosures

EXHIBIT 61

000847

CC0023


PARCEL A-1
N/F CAHETI, INC.
R552-015-000-0312-0000
N/F CAHETI, INC.
R552-015-000-0206-0000
DRIVE-THRU
20' SANITARY SEWER EASEMENT
(PER REF. PLAT #4)
10" PVC
SS
DUMPSTER PAD
& WOOD FENCE
67°58'01" E 423.57
EDGE OF WAX MYRTLES
POWER LINE EASEMENT
(1, 125/131, 144/155, 210/1065)
REF. PLATS 1 THRU 4)
MYRTLES
CONCRETE
A/C PAD
CONCRETE
PAVIN
000848


R552-015-000-0206-0000
DRIVE-THRU
CANOPY
GAS PUMP OVERHANG
APPROX. DIRECTION OF 18" RCP
18" RCP
ORIGINAL R/W LINE
SSMH
TOP=10.7'
I.E. INACCESSIBLE
GRATE INLET
TOP=9.4'
I.E.=5.4'
CURB INLET
TOP=10.2'
I.E.=6.2'
CONCRETE PAD
TEL BOOTH CONCRETE PAD
CONCRETE PAVING
VACUUM ON CONCRETE PAD
DISPENSING MACHINE
"CHEVRON" SIGN
LANDSCAPING AREA OF GAS STATION
1/2" REBAR
N 117619.62
E 2023[illegible]
(FOR MAPPING PURPOSES ONLY)
PALM
SPECIAL INLET
TOP=9.8'
I.E.=6.2'
WAX MYRTLE CLUSTER
DUMPSTER PAD & WOOD FENCE
CURB INLET
TOP=10.0'
I.E.=6.0'
EDGE OF PAVEMENT
EDGE OF WAX MYRTLES
12" HDPE
S 34°37'19" E 123.99'
000849
CC0025

10/30/12

CC0026

000850

7010 3090 0003 1822 1487

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

MHA **OFFICIAL USE**

THV

Postage	$ .45
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.75

Postmark Here

HILTON HEAD ISLAND SC 29928
OCT 30 2012
Carolina Center
Building
USPS

Sent To
Enmark Stations, Inc.
Street, Apt. No.; or PO Box No. 2112 Rankin Street
City, State, ZIP+4
Savannah, GA 31415

PS Form 3800, August 2006 — See Reverse for Instructions

7/24/13

Russell P. Patterson, P.A.
Serving the Lowcountry for over 25 years

21 Office Park Road
Carolina Bldg. Suite 104
Hilton Head, SC 29928
russell@russellpattersonlaw.com

P.O. Box 8047
Hilton Head, SC 29938
(843) 341-9300
(843) 341-9301 fax

July 24, 2013

Robert J. Arundell, Esquire
Minor, Haight & Arundell, PC
P.O. Drawer 6067
Hilton Head Island, SC 29938

Re: Carolina Center Building Corporation, Enmark Stations, Inc. – Agreement on Roadway Dispute

Dear Bob:

The purpose of this letter is to confirm our settlement and tolling agreement in connection with the existing roadway ("Roadway") along the common property lines of your clients, Carolina Center Building Corporation and Kumar K. Viswanathan ("CCB"), and my client, Enmark Stations, Inc. ("ESI"). The terms and conditions of said settlement and tolling agreement are set forth in this letter.

1. Declaratory Judgment Action – Your office will file a declaratory judgment action in the Beaufort County Court of Common Pleas requesting the Court determine the rights, duties and obligations of the parties as to the Roadway. Said action will be filed as soon as reasonably possible, which is expected to be within thirty (30) days of the execution of this agreement. My office will accept service on behalf of ESI and will file the appropriate responsive pleadings.

2. No Closure of Roadway – During the pendency of the action before the Master-In-Equity or Circuit Court Judge (collectively "Trial Court"), CCB agrees not to take any action to close or impede traffic on the Roadway ("Tolling Period"). This agreement to leave the Roadway open by CCB terminates and ends if the Trial Court issues an order confirming that ESI does not have the right to use said Roadway. In such event, my client is free to file a motion for a supersedeas, stay or temporary restraining order as allowed under SCRCP and South Carolina law.

EXHIBIT 62

3. Indemnification – During the Tolling Period, ESI agrees to indemnify CCB from any claim arising from the use of the Roadway. In the event a legal action against CCB arises that triggers this indemnification provision, CCB shall choose its defense counsel to defend same, subject to the approval of the insurance carrier for ESI, if said claim is covered by ESI's insurance coverage.

4. Maintenance of Roadway – ESI during the Tolling Period has the right to maintain the Roadway, at its sole expense. Under no circumstances does ESI have the right to expand or enlarge the Roadway, or make further improvements to same.

5. Statute of Limitations – Any statute of limitations, or other time-sensitive statute, rule of law or doctrine shall be tolled during the Tolling Period.

By your signature below, you have confirmed that you have discussed the terms and conditions of this letter with your clients and they have agreed to same.

Sincerely,
RUSSELL P. PATTERSON, P.A.

Russell P. Patterson

RPP:djt
cc: Houstoun Demere
James Austin, Esq.

I CONSENT.

7/24/2013

Robert J. Arundell / Date
Attorney for Carolina Center Building Corporation and Kumar K. Viswanathan

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, SC 29928
(843) 341-4600 Fax (843) 842-7228
http://www.hiltonheadislandsc.gov

Via E-mail to bob@mhalawfirm.com

August 8, 2013

Robert J. Arundell, Esquire
Minor, Haight & Arundell, P.C.
P.O. Box 6067
Hilton Head Island, SC 29938-6067

Re: 2 Greenwood Drive

Dear Mr. Arundell:

This letter is in response to property your client owns at 2 Greenwood Drive [Beaufort County Tax Map 15, Parcel 198]. A recent review of the adjacent use buffer on the north side of the subject property indicates that asphalt has been placed in this buffer to create an informal access between two adjoining properties. Please be advised that this asphalt access is in violation of the Town's Land Management Ordinance (LMO). The Town requires a 20' adjacent use buffer between commercial properties through which there can be only perpendicular access. Additionally this informal access way does not meet Town standards for access. Since the disturbance of the adjacent use buffer was never approved, nor could it be approved the situation must be rectified.

Please have the asphalt removed and a vegetated buffer reestablished. A copy of a native plant list, all of which are appropriate for buffer plantings, is enclosed. Should the adjacent property owners who may be using this access have concerns about the lack of connection between their properties, they may contact me and I will review their options with them.

To resolve this violation, please ensure that the asphalt is removed and the vegetated buffer reestablished no later than **September 8, 2013**.

Please contact me at (843) 341-4698 or teril@hiltonheadislandsc.gov if you have any questions.

Sincerely,

TBLewis

Teri B. Lewis
LMO Official

Russell patterson

From: Russell patterson <russell@russellpattersonlaw.com>
Sent: Monday, August 26, 2013 2:56 PM
To: teril@hiltonheadislandsc.gov
Cc: Houstoun Demere (hdemere@enmarkstations.com); Jim Austin-new (jaustin@epra-law.com)
Subject: Enmark Station Driveway - Pope Avenue - Your Letter of 8/8/13
Attachments: DOC371.pdf

Teri –

Thanks for discussing with me the above matter , as described in your letter of August 8, 2013 to Bob Arundell . As advised you, I represent the owner of the Enmark service station, Enmark Station Inc. I just received your letter today from Mr. Arundell. The driveway referenced in your letter provides very important ingress and egress to many customers of my client who wish to avoid the very dangerous intersection on Pope Avenue. This driveway provides very critical connectivity to this very busy commercial location.

We have an agreement with Bob Arundell's client, the adjoining owner, to let Judge Dukes, the Beaufort County Master in Equity decide the legal rights of the parties as to the ownership, use, and maintenance of the subject driveway. I would estimate Judge Dukes would issue a decision in this case 6 to 8 months from today, as the Complaint has just been filed by Bob Arundell's office.

As we discussed, my client believes this driveway was built prior to the incorporation of the Town in 1983, and certainly prior to the passage of the LMO in 1987. I've attached Plat Book 38 Page 53, dated February 11, 1974 which shows the existence of this roadway. I've talked to numerous individuals who have lived on the island for the last 30+ years and they all have confirmed the existence of this roadway for a very long period of time. I have lived on the island for over 29 years and the driveway has been in existence the entire time I have been on the island. In addition, we have reviewed various aerial photographs which show the existence of this roadway.

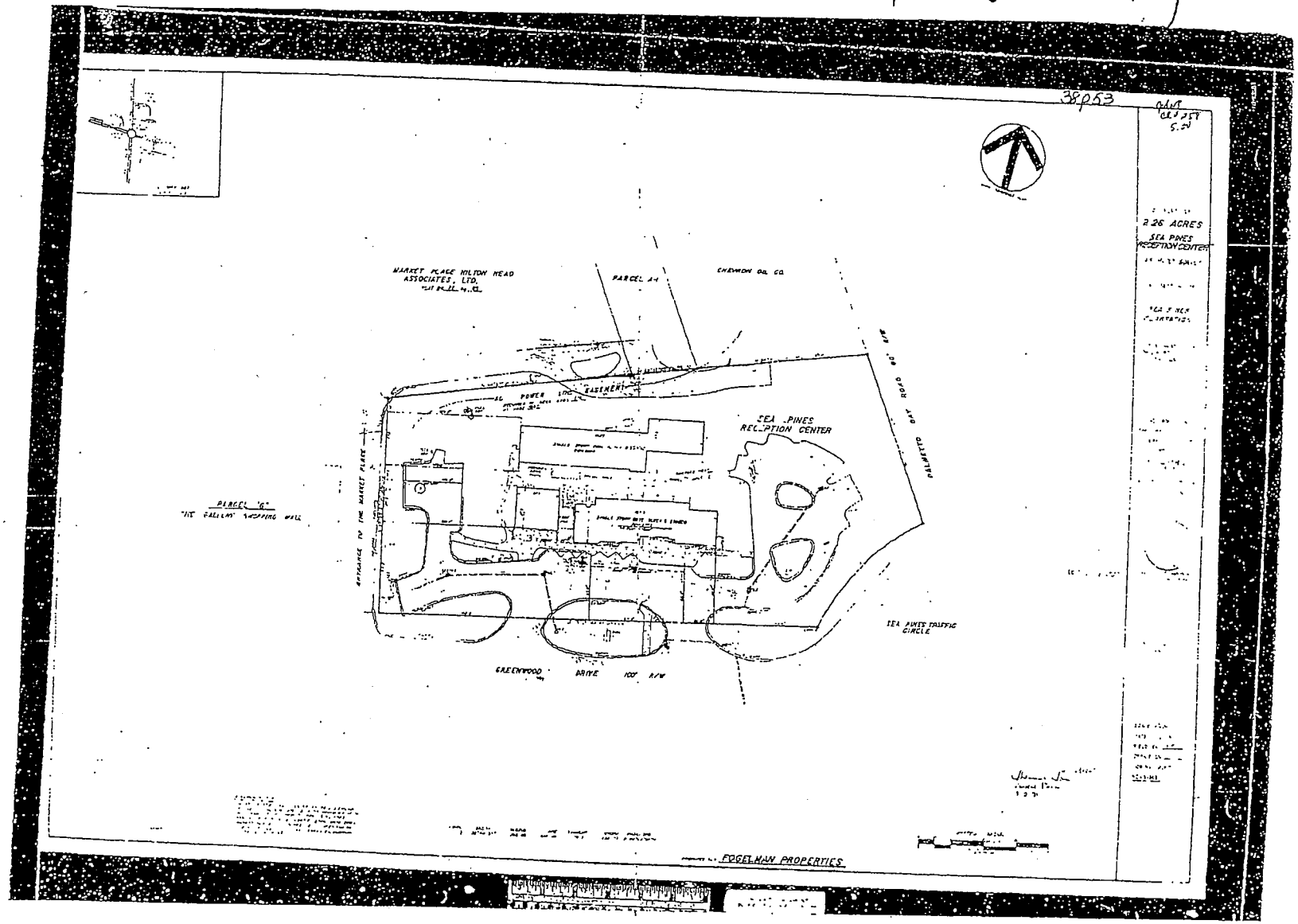
I understand you will forward to me any notes of meetings, e-mails, letters, or documentation provided to or received from Bob Arundell so that I can better understand the genesis of your letter. I further understand you will discuss my client's position with the Town attorney. Thanks very much.

Russell P. Patterson
P. O. Box 8047
Hilton Head Island SC 29938
P- 843-341-9300
f-843-341-9301
Russell@russellpattersonlaw.com
Street Address : 21 Office Park Road, Suite 104(29928)

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the internal revenue code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent.

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38/53 (2/11/74)



38/5

Enmark
001252

000856

From: Lewis Teri [mailto:Teri.L@hiltonheadislandsc.gov]
Sent: Thursday, September 26, 2013 4:15 PM
To: Bob Arundell
Subject: RE: CAROLINA CENTER

Bob:
I am still working on my response, which then has to be approved by Gregg. Basically though Gregg said that I was premature in sending that letter to you and that I should have advised that the issue of whether the access gets to stay or not needs to be settled by a court first before the Town takes a position. I apologize for the inconvenience this may cause your client – I should have discussed the issue with Gregg prior to sending you that initial letter. Once I have

QC2892

PLAINTIFF'S EXHIBIT A T. LEWIS
PENGAD 800-631-6989

formalized a new response to you and have reviewed it to Gregg I will send a copy to you and to Russell Patterson. I am not sure if this is something that can be appealed to the Board of Zoning Appeals, I will find that out as well.

Regards
Teri

Teri B. Lewis, AICP
LMO Official
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928
(843) 341-4698 (p)
(843) 842-8907 (f)
teril@hiltonheadislandsc.gov

From: Bob Arundell [mailto:bob@mhalawfirm.com]
Sent: Wednesday, September 25, 2013 9:45 AM
To: Lewis Teri
Subject: CAROLINA CENTER

Teri:

Any word from your meeting with Greg Alford?

Please give me an update.

Thanks.

Bob

Robert J. Arundell, Esquire
MINOR, HAIGHT & ARUNDELL, P.C.
P.O. Box 6067
HILTON HEAD ISLAND, SC 29938-6067
(843) 785-8040
(843) 785-3506 - fax

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SC2204

ALFORD LAW FIRM, LLC

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P.O. Drawer 8008
Hilton Head Island, SC 29938-8008
Telephone (843) 842-5500
Facsimile (843) 842-8400
www.alfordlawsc.com

GREGORY M. ALFORD
EMAIL: GREGG@ALFORDLAWSC.COM

(NOT FOR CONFIDENTIAL COMMUNICATIONS)

GREGORY M. ALFORD*
MITCHELL J. THORESON
THOMAS E. WILLIAMS†
*Also member Georgia Bar
† Of Counsel

January 16, 2014

Via First Class and Electronic Mail
Robert J. Arundell, Esquire
Minor, Haight & Arundell, P.C.
P.O. Box 6067
Hilton Head Island, SC 29938

Re: Enmark Station Driveway – Palmetto Bay Road

Dear Bob:

Thank you for your email dated January 15, 2014. I apologize if I was unclear as to a response for the informal access (i.e. driveway at Enmark Station located on Palmetto Bay Road). As you are aware, the LMO was not enacted until 1987. Teri Lewis' letter of August 8, 2013 declared the informal access to be non-compliant with the LMO. However, that letter was issued prior to her receiving the information from Mr. Patterson regarding the age of the access.

Upon reviewing the plat forwarded to us by Mr. Patterson (copy enclosed), it is clear that the driveway existed prior to 1987 and therefore the Town cannot take action to remove what is a "legal nonconformity" as defined in the LMO Section 16-10-201.

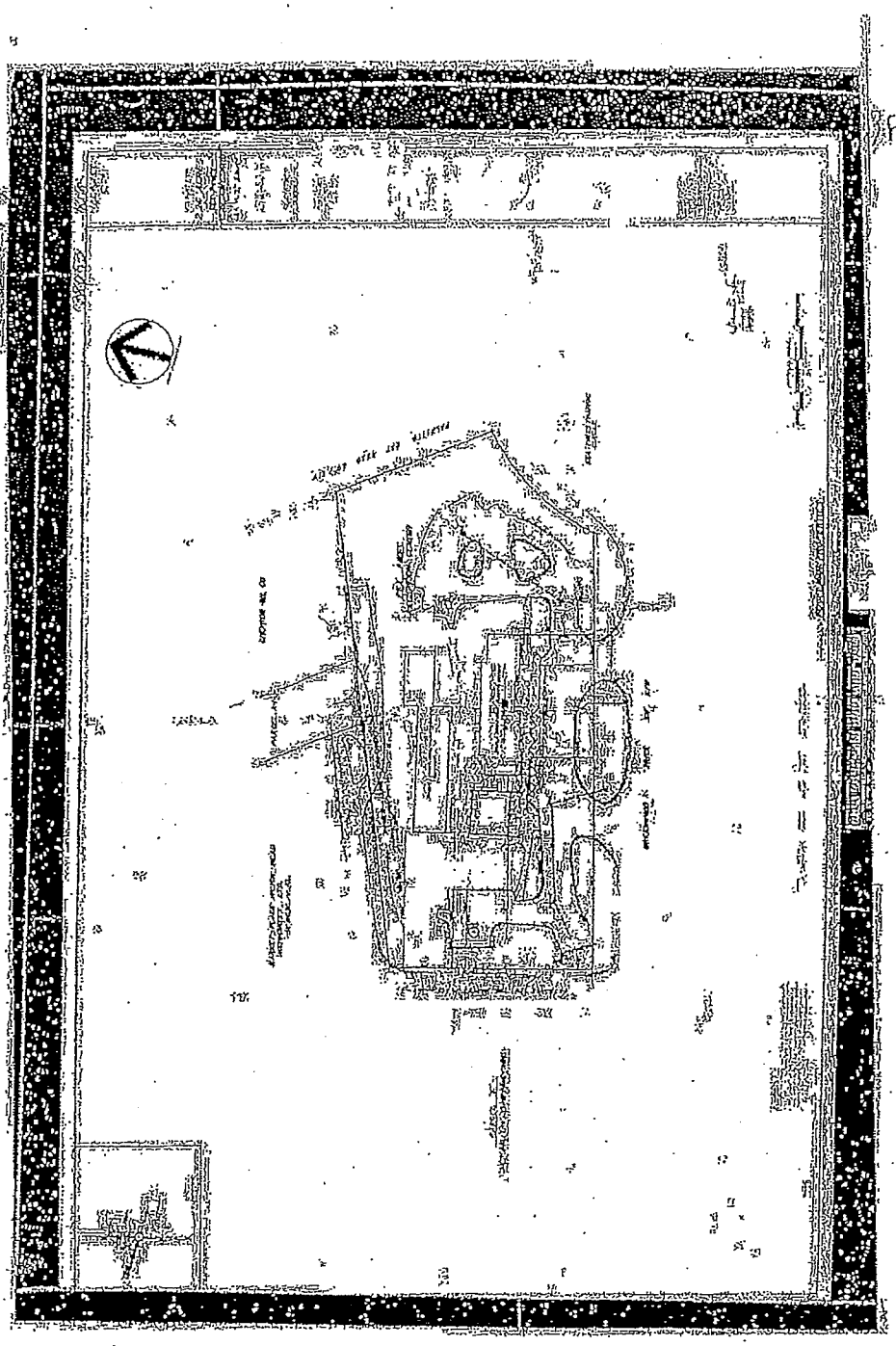
Since the driveway has been "grandfathered" in, the Town will not be doing anything as it relates to the enforcement of the LMO or to require the removal of what appears to be a "legal nonconformity." I regret we were unable to further assist you and hope that you are successful in resolving this matter with Mr. Patterson. With kind regards, I am,

Sincerely,
ALFORD LAW FIRM, LLC

Gregory M. Alford

Enclosure
cc: Teri Lewis

PLAINTIFF'S EXHIBIT 5 T. Lewis
PENGAD 800-631-6989



1/24/14

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

JOHN W. MINOR, JR. (1940-2003)
EHRICK K. HAIGHT, JR.
ROBERT J. ARUNDELL*

STACEY S. COLLINS**

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
** ALSO A MEMBER OF THE GEORGIA BAR

1000 WILLIAM HILTON PARKWAY, SUITE 203
CLARENDON BUILDING - VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067
HILTON HEAD ISLAND, SOUTH CAROLINA 29938

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, HHI CHAMBER OF COMMERCE

January 24, 2014

Gregory M. Alford, Esquire
Alford Law Firm, LLC
P.O. Drawer 8008
Hilton Head Island, SC 29928-8008

Also via e-mail

Re: Enmark Station Roadway

Dear Gregg:

Thank you for your letter of January 16, 2014. I am becoming extremely frustrated with what appears to be a stalling tactic/selective enforcement position by the Town. It has long been my understanding - and, in fact, I am personally aware of several instances where the Town has insisted - that while an original owner may be "grand-fathered" from the LMO, new owners making major renovations and/or improvements are not. Last year, the Town demanded that a client of mine spend hundreds of dollars to move a toilet less than 12 inches insisting that the LMO applied to any renovation he was making. **Either the LMO applies to new post-LMO owners making major renovations or improvements or it does not. Please educate me as to which it is.**

You state in your letter, "the driveway existed prior to 1987." I already pointed out the construction to which we are objecting was done in **1993.** In Enmark's response to a set of Interrogatories, which responses are given under penalties of perjury, it states, "**that the former owner, Alice Means and ASA, have completed certain improvements, including repaving said Roadway.**" **A visual inspection makes it absolutely clear that the roadway was completely repaved.** The deed recorded by the Beaufort County Register of Deeds in Book 651 at Page 549 shows that **ASA purchased the property on August 23, 1993.** A copy of the relevant page of the Answer to Interrogatories and the first page of the referenced Deed are enclosed.

PLEASE EXPLAIN WHY THE TOWN CANNOT TAKE ACTION FOR A NONCONFORMITY THAT TOOK PLACE AFTER AUGUST 23, 1993 BY AN OWNER WHO PURCHASED THE PROPERTY IN 1993?

CC266

EXHIBIT 67

000862

CC
001196

Gregg, if it is your position that the LMO, passed in 1989, does not apply to major improvements made AFTER the LMO was in place by an Owner who purchased the property AFTER the LMO was in place, please confirm.

The original driveway may have been "grand-fathered", but the complete re-paving of the road in 1993 is not. It is clear to me that a complete re-paving of a driveway comes under §16-1-105; it is certainly not excluded by §16-1-106 nor does it meet the exception for simple repairs under §16-7-105. Furthermore, ASA, when it completely re-paved the roadway because of the roadway's state of disrepair, it did not seek a waiver under §16-7-106. Nothing in the LMO allows a new owner making major improvements to ignore the LMO. In fact, the LMO expressly states that it is the intention of the ordinance to remove all non-conformities (including legal non-conformities) over time.

In summary, while the 1987 roadway may have constituted a "legal nonconformity" for the owner of record at the time, the completely re-paved roadway built in 1993 by the new owner is not. The new owner did not bother to get a permit; the new owner did not bother to seek a waiver; the new owner is in violation of the LMO; the re-paved roadway is in a state of disrepair. The Town must act. The violations documented in Ms. Lewis' letter cannot be ignored.

Please instruct Ms. Lewis to properly enforce the LMO in regard to this ***illegal conconformity*** without further delay.

Sincerely,

Robert J. Arundell

RJA/bno
Enclosures

cc: Mr. Kumar K. Viswanathan

CC267

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

REVENUE STAMPS COLLECTED
STATE 1410.50 COUNTY 596.75
BEAUFORT COUNTY, SC

WILSON & COLTRANE, P.A.
P.O. Box 21668
1000 Main Street
Hilton Head Island, South Carolina 29925-1C..

549

3129 KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned Grantor, **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, whose mailing address is P. O. Box 1706, Atlanta, Georgia 30301, in consideration of the sum of ten dollars ($10.00), in hand paid by **ASA, INC.**, whose mailing address is 3 Palmetto Bay Road, Hilton Head Island, South Carolina 29928 ("Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee all that tract or parcel of land situated in Beaufort County, State of South Carolina, also known as Facility No. 50172, more particularly described in Schedule A attached and incorporated by this reference, together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto said Grantee, its successors and assigns, forever. And the said CHEVRON U.S.A. INC. does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said premises unto said Grantee, its successors and assigns, against said Grantor and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part of it; except as to easements and restrictions whether of record or not, zoning and building regulations applicable to said property, any state of facts that might be shown by an accurate survey of the property, and any roads and ways over and across said property and those matters set forth in Schedule A.

Real Estate Transfer Fee Collected $ 1354.25

Further subject to that certain easement of even date herewith by and between Grantor and Grantee and recorded simultaneously herewith relating to, among other things, environmental assessment and remedial work to be performed by Grantor on the property.

All taxes for the current year have been prorated as of date of delivery of this deed.

IN WITNESS WHEREOF, the said CHEVRON U.S.A. INC., a Pennsylvania corporation, has caused these presents to be executed by its Assistant Secretary, duly authorized, who affixed its corporate seal, being duly authorized, on this the 23rd day of August, 1993.

WITNESSES:

Teresa Lambert

Phyllis Glass

CHEVRON U.S.A. INC.

By: Theodore E. Henn

Theodore E. Henn
Assistant Secretary.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMPS
$ 596.75

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
550	15		206	

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 23rd day of August, 1993, by **Theodore E. Henn** as Assistant Secretary of **Chevron U.S.A. Inc.**, a Pennsylvania corporation, on behalf of the corporation.

Lori E. Whatley
Notary Public

LORI E. WHATLEY NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires December 2, 1994

This instrument prepared by:
BRUCE G. BUHLER
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301

CC268

000864

CC
001198

b. Complete description of change;

c. Who completed said change; and

d. Whether such change was conducted pursuant to permit from requisite governing authority, and if so, provide the supporting documentation.

ANSWER: The Defendant, Enmark, since its acquisition, has not made any improvements, changes or alterations to the physical characteristics of the Roadway. The Defendant, Enmark, is informed and believes that the former owner, Alice Means and ASA, have completed certain improvements, including the repaving of said Roadway. The Defendant does not have at this time any additional information as to the date of said work, permits obtained, etc.

11. Has Defendant been approached regarding a relocation of the encroaching drive and if so, identify when, by whom, and identify any documents evidencing such communication.

ANSWER: In settlement discussions in 2013, prior to this action being filed, the parties discussed various settlement options, including possible relocation. Prior to that time, it appears from documents produced by the Plaintiff, that in 2007, the Plaintiff sought consent of various parties to relocate the Roadway, as well as to reconfigure the parking and ingress and egress to both the Welcome Center and Enmark Station. As the Defendant, Enmark, was not involved in said discussions, it has no further information to provide as to this Interrogatory at this time.

12. Identify each and every survey of Defendant's property located at 3 Palmetto Bay Road, or which depicts the encroaching drive, of which Defendant is aware, whether or not it has a copy of same in its possession, and give the name of the person(s) in possession thereof.

ALFORD LAW FIRM, LLC

Attorneys at Law
18 Executive Park Road, Building J.
P.O. Drawer 8008
Hilton Head Island, SC 29938-8008
Telephone (843) 842-5500
Facsimile (843) 842-8400
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GREGORY M. ALFORD
EMAIL: GREGG@ALFORDLAWSC.COM

(NOT FOR CONFIDENTIAL COMMUNICATIONS)

GREGORY M. ALFORD*
MITCHELL J. THORESON
THOMAS E. WILLIAMS†
*Also member Georgia Bar
† Of Counsel

February 4, 2014

Via First Class and Electronic Mail
Robert J. Arundell, Esquire
Minor, Haight & Arundell, P.C.
P.O. Box 6067
Hilton Head Island, SC 29938

Re: Enmark Station Driveway – Palmetto Bay Road

Dear Bob:

I am in receipt of your letter of January 24, 2014. I regret that you are becoming frustrated and regret even further that you elect to characterize what we believe are legitimate positions as "a stalling tactic/selective enforcement position by the Town."

Leaving aside your frustration and my regrets for same, I am focusing on the issues at hand. In essence you requested a determination from Teri Lewis under Section 16-3-203 of the LMO, and she issued one.

In accordance with Section 16-3-205, you had 14 days from the date of that interpretation to appeal it to the Board of Zoning Appeals. My follow up letter to you of January 16, 2014, (despite your disparaging characterizations of same) was an attempt to further explain the Administration's decision.

However the preceding paragraph is my interpretation and with a properly worded request you may be able to get the Administrator (Mrs. Lewis) to issue another determination from which you can timely file an appeal to the Board of Zoning Appeals.

Respectfully,
ALFORD LAW FIRM, LLC

Gregory M. Alford

GMA/ap
cc: Teri Lewis

6 8

PLAINTIFF'S EXHIBIT 6 T. LEWIS
PENGAD 800-631-6989

Russell P. Patterson, P.A.
Serving the Lowcountry for over 25 years

21 Office Park Road
Carolina Bldg. Suite 104
Hilton Head, SC 29928
russell@russellpattersonlaw.com

P.O. Box 8047
Hilton Head, SC 29938
(843) 341-9300
(843) 341-9301 fax

April 30, 2014

Teri Lewis
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

VIA E-MAIL

Re: Enmark Service Station – Pope Avenue – Roadway

Dear Teri:

Pursuant to my telephone conversation with Greg Alford on April 25, 2014, I am writing in response to the letters, e-mails and other contacts by Mr. Kumar Viswanathan and his attorney, Bob Arundell, concerning the roadway between the Enmark Station and the old Sea Pines Welcome Center property. The service station was constructed in the early 1970s. Pursuant to the testimony of Alice Means, the roadway was in existence at the time it was constructed. This has been confirmed by aerial photographs obtained from the Town of Hilton Head and Beaufort County.

As I discussed with Greg, Mr. Viswanathan has sued Enmark seeking a court order closing the roadway, further alleging that the roadway is on his property, and does not meet the Town requirements and other grounds. On behalf of Enmark, I have asserted that my client has a prescriptive easement and met all applicable regulatory requirements at the time it was constructed. We are nearly complete with discovery and expect the case to go to trial sometime in the next six (6) months. The trial court will have to make a determination as to all of the disputed issues in this case, including when the roadway was built, who built it, what improvements, if any, were made to same, were applicable regulatory approvals obtained, etc.

It would seem prudent that the Town can wait to take any action that would be appropriate until after the Court has made findings of fact and conclusions of law as to these issues. In response to your e-mail of this afternoon, I do not see the need to meet and discuss these issues, all of which will be decided by the Court.

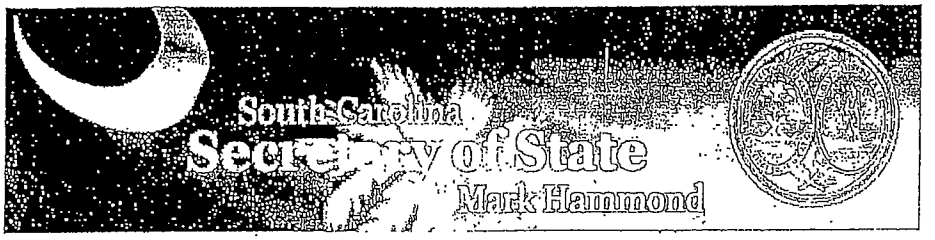
PLAINTIFF'S EXHIBIT 7 T. LEWIS
PENGAD 800-631-6989

If you have any questions, please contact me.

Sincerely,
RUSSELL P. PATTERSON, P.A.

Russell P. Patterson

RPP:djt
cc: Ehrick K. Haight, Jr., Esq.
Gregory M. Alford, Esq.
James Austin, Esq.
Houston Demere



ASA, INC.

Note: This online database was last updated on 3/16/2009 6:04:01 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ALICE B MEANS
ADDRESS:	3 PALMETTO BAY RD
CITY:	HILTON HEAD ISLAND
STATE:	SC
ZIP:	29928
SECOND ADDRESS:	
FILE DATE:	08/23/1993
EFFECTIVE DATE:	08/23/1993
DISOLVED DATE:	//



Corporation History Records

CODE	FILE DATE	COMMENT	Document
Incorporation	08/23/1993	INCORPORATION	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.



Enmark
000811

000869

11/27/02
1670/1228

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8329

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11/26/2002 07:05:54 PM
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RECORDING FEES 10.00
County Tax 239.25
State Tax 565.50

Actual Filing

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BEAUFORT COUNTY, S.C.
02 NOV 26 PM 3:02
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FOLDER#

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2002 Dec -18 11:55 AM
Shaun G. Burris
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL PERSONS BY THESE PRESENTS, THAT D.R. HORTON, INC. ("GRANTOR") in the State aforesaid for and in consideration of the sum of TWO HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 00/100 DOLLARS ($217,448.00), to us in hand paid at and before the sealing of the presents by JIM SCOTT MIDDLETON, III AND AMELIA MALLOY MIDDLETON ("GRANTEES") of 82 Westbury Park Way, Bluffton, SC 29910 in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, their Heirs and Assigns, as joint tenants with the right of survivorship and not as tenants in common, forever in fee simple, the following described property, to wit:

ALL that certain piece, parcel or lot of land, situate lying and being in Bluffton Township, Beaufort County, South Carolina, as shown and described as Lot 121 of Westbury Park, Phase 2A on that certain plat entitled "A Plat of Phase 2A Westbury Park, Beaufort County, South Carolina" prepared for Plantation Properties, L.L.C., by Boyce L. Young of Thomas & Hutton Engineering Company, S.C.R.L.S. #11079, dated June 25, 2001 and recorded in the Office

TMP: R600 031 000 0688 0000

L&D - Bluffton

ADD DMP Record 12/17/2002 11:13:24 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	031	000	0688	0000	00

EXHIBIT 71

Enmark
5-4-15
01278

of the Register of Deeds for Beaufort County, South Carolina in Plat Book 81 at Page 134, revised and recorded on August 21, 2001 in Plat Book 82 at page 39. For a more particular description of the courses, metes, bounds and distances of said lot, reference is hereby made to said plat of record.

The within property is conveyed subject to all covenants, conditions, restrictions, easements and By-Laws of record which are set forth in the Declaration of Covenants, Conditions and Restrictions for Westbury Park Residential Properties recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book ("ORB") 1122 at Page 285 and re-recorded in ORB 1139 at Page 358, ORB 1138 at Page 1333, and all amendments thereto.

This being the same property conveyed to the Grantor herein by deed of Plantation Properties, LLC, recorded on May 22, 2002, in the Office of the Register of Deeds for Beaufort County in Deed Book 1578 at Page 622.

THE within Deed was prepared in the law offices of Laurich & Deeb, P.A., 9 Oak Forest Rd., Ste. 200, Bluffton, SC 29910.

TOGETHER with all and singular, the Rights, Members, Hereditament and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantees their Heirs and Assigns, as joint tenants with the right of survivorship and, not as tenants in common.

AND, the Grantor does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises before mentioned unto the said Grantees, their Heirs and Assigns, as joint tenants with right of survivorship and not as tenants in common, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's hand and seal, this 25th day of November, 2002.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Signature of 1st Witness

Signature of Notary Public / 2nd Witness

GRANTOR:

D.R. HORTON, INC.

By: _____
RICHARD SCHWARTZ
Its Vice-President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that Richard Schwartz, its Vice-President of D.R. Horton, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 25th day of November, 2002.

Notary Public for South Carolina
My Commission Expires: 7-24-12

Enmark
5-4-15
01280

THE RWC LIMITED WARRANTY ISSUED TO THE UNDERSIGNED GRANTEES IN CONNECTION WITH THIS TRANSACTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY OF HABITABILITY, SUITABILITY FOR RESIDENTIAL PURPOSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXCLUDED AND DISCLAIMED. GRANTOR IN NO EVENT SHALL BE HELD LIABLE FOR CONSEQUENTIAL DAMAGES.

WITNESS itsHand(s) and Seals, this 25th day of November in the year of our Lord Two Thousand Two.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Signature of 1st Witness

Jim Scott Middleton, III

Signature of Notary Public/2nd Witness

Amelia Malloy Middleton

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that **Jim Scott Middleton, III and Amelia Malloy Middleton**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 25th day of November, 2002.

Notary Public for South Carolina (SEAL)
My Commission Expires: _____

F:\PamB\Middleton Lot 121 Westbury.wpd

Enmark
5-4-15
01281

ASA, INC.

12-31-07

CC 01254

2007 Depreciation

Description of Property

GENERAL DEPRECIATION AND AMORTIZATION

Asset description	Date placed in service	Unadjusted cost or basis	Bus. %	179 exp. reduc. in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated Depreciation	Ending Accumulated Depreciation	Method	Convention	Life	ACRS class	MACRS class	Current-yr 179 expense	Current-year depreciation
BUILDINGS:															
LAND	08/24/1993	207,400.	100.												
BUILDING	08/24/1993	50,600.	100.			50,600.	18,000.	19,297.	S/L	MM			39		1,297.
CANOPY	08/24/1993	30,800.	100.			30,800.	28,060.	29,887.	S/L	HY			15		1,827.
CAR WASH	08/24/1993	22,000.	100.			22,000.	20,043.	21,348.	S/L	HY			15		1,305.
PAVING	08/24/1993	42,900.	100.			42,900.	39,083.	41,628.	S/L	HY			15		2,545.
LIGHTS	08/24/1993	4,000.	100.			4,000.	4,000.	4,000.	200 DB	HY			7		
SIGN	08/24/1993	700.	100.			700.	700.	700.	200 DB	HY			5		
LANDSCAPE	08/24/1993	4,400.	100.			4,400.	4,400.	4,400.	200 DB	HY			7		
TANKS	08/24/1993	39,600.	100.			39,600.	39,600.	39,600.	200 DB	HY			10		
PUMPS	08/24/1993	47,600.	100.			47,600.	47,600.	47,600.	200 DB	HY			10		
LAND	07/01/1994	9,459.	100.												
BUILDING	07/01/1994	11,100.	100.			11,100.	3,690.	3,975.	S/L	MM			39		285.
CANOPY	07/01/1994	6,700.	100.			6,700.	5,711.	6,106.	150 DB	HY			15		395.
CAR WASH	07/01/1994	4,800.	100.			4,800.	4,092.	4,375.	150 DB	HY			15		283.
PAVING	07/01/1994	9,400.	100.			9,400.	8,015.	8,570.	150 DB	HY			15		555.
LIGHTS	07/01/1994	800.	100.			800.	800.	800.	200 DB	HY			7		
SIGN	07/01/1994	200.	100.			200.	200.	200.	200 DB	HY			5		
LANDSCAPE	07/01/1994	1,000.	100.			1,000.	1,000.	1,000.	200 DB	HY			7		
TANKS	07/01/1994	8,700.	100.			8,700.	8,700.	8,700.	200 DB	HY			10		
PUMPS	07/01/1994	10,500.	100.			10,500.	10,500.	10,500.	200 DB	HY			10		
IMPROVEMENTS	05/15/2005	82,781.	100.			82,781.	16,573.	23,195.	150 DB	MQ			15		6,622.
SUBTOTAL		595,440.				378,581.	260,767.	275,881.							15,114.
FURNITURE:															
CABINETS	06/23/1995	8,588.	100.	8,588.					200 DB	HY			7		
FURNITURE/FIXTURES	12/31/1995	5,829.	100.	5,829.					200 DB	HY			7		
FURNITURE	06/10/1997	1,000.	100.	1,000.					200 DB	HY			7		
SUBTOTAL		15,417.		15,417.											
MACHINERY AND EQUIPMENT:															
EQUIPMENT	07/15/1997	8,483.	100.	8,483.											
EQUIPMENT	12/31/1999	9,690.	100.	9,690.					200 DB	HY			5		
FAX/PRINTER	11/20/2001	3,001.	100.	3,001.					200 DB	HY			7		
VENDING MACHINE	07/27/2004	1,000.	100.		500.	500.	383.	438.	200 DB	MQ			5		55.
Less: Retired Assets															
TOTALS															

*Assets Retired

JSA
7C9027 1.000

57-0983888

EXHIBIT 47

ASA, INC.

CC 01255

2007 Depreciation

Description of Property

GENERAL DEPRECIATION AND AMORTIZATION

Asset description	Date placed in service	Unadjusted cost or basis	Bus. %	179 exp. reduc. in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated Depreciation	Ending Accumulated Depreciation	Method	Convention	Life	ACRS class	MACRS class	Current-yr 179 expense	Current-year depreciation
SUBTOTAL		22,174.		21,174.	500.	500.	383.	438.							55.
COMPUTER															
COMPUTER	01/01/1999	4,603.	100.	4,603.					200 DB	HY			5		
LAPTOP COMPUTER	01/22/2001	1,500.	100.	1,500.											
SUBTOTAL		6,103.		6,103.											
LEASEHOLD IMPROVEMEN	12/31/1993	6,588.	100.			6,588.	2,288.	2,457.	S/L	MM			39		169.
LEASEHOLD IMPROVEMEN	12/31/1995	7,432.	100.			7,432.	2,202.	2,393.	S/L	MM			39		191.
SUBTOTAL		14,020.				14,020.	4,490.	4,850.							360.
Less: Retired Assets															
TOTALS		653,154.		42,694.	500.	393,101.	265,640.	281,169.							15,529.

*Assets Retired

JSA
7C9927 1.000

57-0983888

000875

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2007 Depreciation

Description of Property

4562 LISTED PROPERTY DETAIL - PROPERTY USED > 50%

Asset description	Date placed in service	Unadjusted cost or basis	Bus. %	179 exp. reduc. in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated Depreciation	Ending Accumulated Depreciation	Method	Convention	Life	ACRS class	MACRS class	Current-yr 179 expense	Current-year depreciation
AUTOMOTIVE AND TRANSPORTATION:															
VOLVO	03/09/2001	22,169.	100.			22,169.	17,512.	19,287.	200 DB	HY	5		5		1,775.
AUTOMOBILE	08/24/1993	2,167.	100.			2,167.	2,167.	2,167.	200 DB	HY	5		5		
VEHICLE	12/22/2004	24,339.	100.		10,610.	13,729.	6,542.	8,103.	200 DB	MQ	5		5		1,561.
SUBTOTAL		48,675.			10,610.	38,065.	26,221.	29,557.							3,336.
Less: Retired Assets															
TOTALS		48,675.			10,610.	38,065.	26,221.	29,557.							3,336.

*Assets Retired

JSA
7C9027 1.000

2TEA

57-0983888

000874

ASA, INC.

CC 01257

2007 Depreciation

Description of Property

GENERAL DEPRECIATION AND AMORTIZATION - GRAND TOTAL PROPERTY DETAIL

Asset description	Date placed in service	Unadjusted cost or basis	Bus. %	179 exp. reduc. in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated Depreciation	Ending Accumulated Depreciation	Method	Convention	Life	ACRS class	MACRS class	Current-yr 179 expense	Current-year depreciation
OTHER THAN LISTED PROPERTY															
GROSS		653,154.		42,694.	500.	393,101.	265,640.	281,169.							15,529.
LESS: RETIRED ASSETS															
CURRENT YEAR SPECIAL DEPRECIATION ALLOWANCE															
SUB TOTAL:		653,154.		42,694.	500.	393,101.	265,640.	281,169.							15,529.
LISTED PROPERTY USED MORE THAN 50%															
GROSS		48,675.			10,610.	38,065.	26,221.	29,557.							3,336.
LESS: RETIRED ASSETS															
CURRENT YEAR SPECIAL DEPRECIATION ALLOWANCE															
SUBTOTAL:		48,675.			10,610.	38,065.	26,221.	29,557.							3,336.
GROSS AMOUNTS		701,829.		42,694.	11,110.	431,166.	291,861.	310,726.							18,865.
Less: Retired Assets															
TOTALS		701,829.		42,694.	11,110.	431,166.	291,861.	310,726.							18,865.

*Assets Retired

JSA
7C9027 1.000

57-0983888

878000

Beaufort County, South Carolina

generated on 5/8/2014 11:27:09 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R552 015 000 0206 0000	00446547	3 PALMETTO BAY RD, Hilton Head Island	5/7/2014	2013	2013

Current Parcel Information

Owner	ENMARK STATIONS INC	Property Class Code	ComImp Trade GasStat&ConvStore
Owner Address	2112 RANKIN ST SAVANNAH GA 31415	Acreage	.5300
Legal Description	* 3/95 0.06 AC RD R/W (DB745P1500 $36,000)		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2013	$576,000	$203,300	$779,300	$10,138.13	$10,138.13
2012	$1,164,002	$232,798	$1,396,800	$16,173.71	$16,173.71
2011	$1,164,002	$232,798	$1,396,800	$16,007.77	$16,007.77
2010	$1,164,002	$232,798	$1,396,800	$15,801.60	$15,801.60
2009	$960,000	$191,998	$1,151,998	$10,273.39	$10,273.39
2008	$702,000	$98,400	$800,400	$9,923.89	$9,923.89
2007	$702,000	$98,400	$800,400	$9,503.36	$9,788.46
2006	$702,000	$98,400	$800,400	$8,691.76	$8,691.76
2005	$702,000	$77,770	$779,770	$7,896.72	$7,896.72
2004	$702,000	$77,770	$779,770	$7,950.39	$7,950.39

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
ASA INC	2822 1941	3/19/2009	Fu		$1,440,000
CHEVRON OIL CO % CHEVRON USA INC	651 549	8/23/1993	Fu		$542,500
CHEVRON OIL CO % CHEVRON USA INC	218 1962	1/1/1980	Fu		$0
		12/31/1776	Or		$0

000879

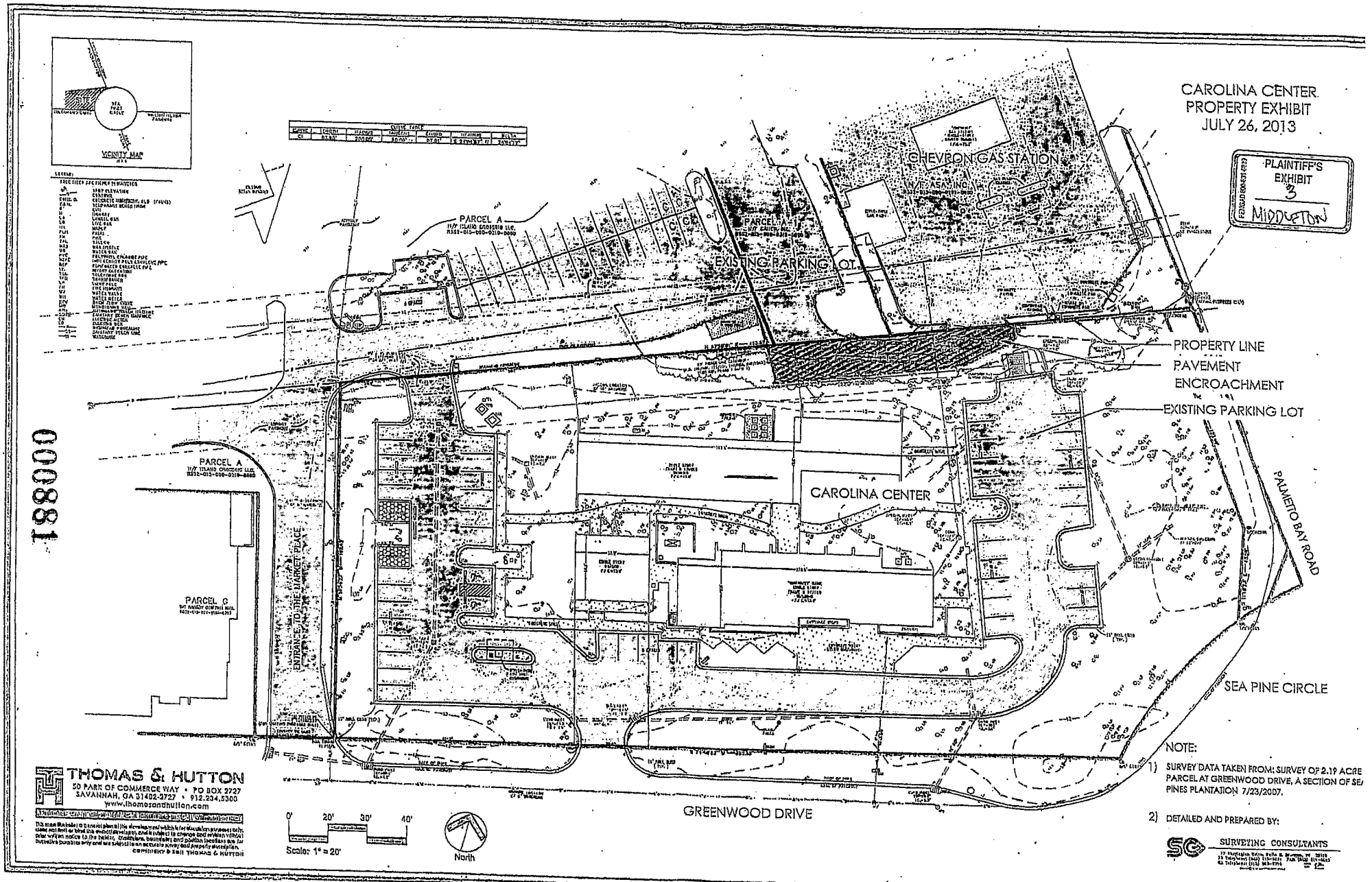
Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
C01	MINIMART	Mini-Mart Convenience Store	1984	0	0	1,008	
C02	CARWASHA	Carwash Buildings - Average	1984	0	0		360
C02	COMCNPYG	Commercial Canopy - Good	1984	0	0		3,168

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value

000880


CAROLINA CENTER
PROPERTY EXHIBIT
JULY 26, 2013
PLAINTIFF'S EXHIBIT 3 MIDDLETON
VICINITY MAP
CHEVRON GAS STATION
PARCEL A
EXISTING PARKING LOT
PROPERTY LINE
PAVEMENT ENCROACHMENT
EXISTING PARKING LOT
CAROLINA CENTER
PARCEL C
ENTRANCE TO THE MARKET PLACE
PALMETTO BAY ROAD
SEA PINE CIRCLE
GREENWOOD DRIVE
THOMAS & HUTTON
50 PARK OF COMMERCE WAY • PO BOX 2727
SAVANNAH, GA 31402-2727 • 912.234.5300
www.thomasandhutton.com
Scale: 1" = 20'
North
NOTE:
1) SURVEY DATA TAKEN FROM: SURVEY OF 2.19 ACRE PARCEL AT GREENWOOD DRIVE, A SECTION OF SEA PINES PLANTATION 7/23/2007.
2) DETAILED AND PREPARED BY:
SURVEYING CONSULTANTS

188000

Date: 12/17/2015

the greenery, inc.

— EMPLOYEE OWNED —

Quote # 151217TD(2)

PO Box 6569 ~ Hilton Head Island, South Carolina 29938 ~ (843)785-3848

Job Name: The Carolina Center
Job No:

Job Address: 2 Greenwood Drive Hilton Head Island SC 29928
Prepared By: Tim Drake

Email/Phone: kumarkv@icloud.com
Completion Date:

Contract & Authorization For Extra Work

Project Description: Landscape Work Necessary to Install Buffer along Rear Property Line

Quantity	Size	Description	Unit Price		Total
		Landscape Work along Rear Property Line to Create Landscape Buffer			
		Labor Removal of existing asphalt and sub-base that falls over the property line as discussed. This is approximately 1500 ft2 of asphalt. Disposal of all debris. Installation of topsoil to provide soil and grade necessary for new plantings (approximately 25 yards of topsoil) Removal and disposal of any existing, undesirable vegetation. Removal of debris. Prep area for new plantings. Includes all supervisory, machine and general labor and all debris disposal. Includes topsoil for new planting area.		$	6,870.00
		Buffer/Screening Plantings			
30	15G	Wax Leaf Ligustrum	$150.00	$	4,500.00
15	15G	Wax Myrtles	$145.00	$	2,175.00
3	15G	Crape Myrtles	$150.00	$	450.00
21	7G	Formosa Azaleas	$65.00	$	1,365.00
14	7G	Jack Frost Ligustrum	$65.00	$	910.00
9	3G	Variegated Ginger	$40.00	$	360.00
		Irrigation Work Irrigation Work necessary to get water to all new plants, time and materials *Irrigation to be added to existing system at Carolina Center*		$	750.00
		Mulch			
100	bales	Pinestraw Mulch	$7.50	$	750.00

Total : $ 18,130.00

This bid is valid for 30 calendar days from proposal date Thursday, December 17, 2015 unless otherwise approved by The Greenery, Inc.

THIS IS NOT AN INVOICE

Terms and Conditions Quote #: 151217TD(2) Total: $ 18,130.00

1. Plant Guarantee. The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.

2. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.

3. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.

4. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not marked by homeowner or property manager prior to work beginning.

5. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is $ 75 / hour.

6. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law If it is necessary to institute suit to collect on the account, attorneys' fees and costs will be recoverable in addition to the account balance.

7. A 1/3 DEPOSIT is required with a signed copy of this contract for acceptance to proceed. Due Now: $6,043.33

Acceptance of this Contract

The above prices, specifications and conditions are hereby accepted and The Greenery, Inc. is authorized to perform the work as specified. Payment in full is due upon receipt of invoice.

Client / Owner

The Greenery Inc.
Tim Drake

Authorized Signature

000882
75

ORIGINAL

STAPLE HERE

SOUTH CAROLINA DPS/OHS & DMV USE ONLY

Page # 1 Of: 1

SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM

TR-310 (Rev. 11/2011)

Of Units: 2 | Amended - Attach Copy of Original Report | Corrected | Notified: 1722 | Arrived: 1728

Date	Time of Collision	County	1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County 6- PP	Collision Location (RL # / Name)	0-Main Line 1-Alternate 5-Spur 6-Connection 7-Business	Miles:	Dir. N E S W	In / Near City or Town of:
05/08/2016	1718	07	4	S 80 / Palmetto Bay Rd		—		Hilton Head

Lane # / Dir.	Of	N E S W	Distance Offset	Mile / Feet	Direction N E S W	1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County 6- Other	Base Intersection (RL # / Name)	0-Main Line 1-Alternate 5-Spur 6-Connection 7-Business 8-Other	GPS COORDINATES 00 00' 00.00" DEGREES MINUTES SECONDS
2	2	N E S W	.1	Mile / Feet	N E S W	1 2 3 4 5 6	From: 278 / William Hilton Pky	0 1 2 5 6	Latitude: 32 09 23.9
R.R. Id.	From:	Ramp Only	To	1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County 6- Other	Second Intersection (RL # / Name)	0-Main Line 1-Alternate 5-Spur 6-Connection 7-Business 8-Other	Toward: / Target Rd.		Longitude: 80 45 49.2
N/A	N E S W	1- Entrance 2- Exit	N E S W						

Driver/Pedestrian #1

J-267091 — Driver/Pedestrian's Full Name: Backel, Doris

Unit #	Sex	Race	Street
1	F	W	114 Forest Cv.

#Occ	Birth Date	City, State, & Zip
1	10/01/1960	Hilton Head, SC 29928

State	Driver's License #	Class	Insurance Company:
SC	100103532	D	Travelers

Year	Body	Vehicle Make	VIN #
2008	4S	Toyota	JTDKBZBUØ877785334

State	Year	License Plate #	Owner's D.L. #
SC	2016	AUA 705	100103532

Home Telephone	Owner's Full Name
(843) 785-1791	Same As Driver

Bus. Telephone	Street
(843) 338-1609	

Contributed To Collision	City, State, & Zip
Yes (No)	

Estimated Speed	Speed Limit	C.D.L. Req: Yes (No)	T/B S Req: Yes (No)	Alc/Drg Info (see back): Yes (No)				
35	35	Summons # N/A	Code N/A	Summons # N/A	Code N/A	Towed / (Yes) No	By Palmetto	

Driver/Pedestrian #2

J-267092 — Driver/Pedestrian's Full Name:

Unit #	Sex	Race	Street
2			

#Occ	Birth Date	City, State, & Zip
1		

State	Driver's License #	Class	Insurance Company:
			Geico

Year	Body	Vehicle Make	VIN #
2004	SV	Hyundai	KM8SB12B14U815188

State	Year	License Plate #	Owner's D.L. #
SC	2017	GAD 979	

Home Telephone	Owner's Full Name
(843) 686-2328	Bronsky, Cynthia

Bus. Telephone	Street
(847) 384-7747	43 Ashton Cove Dr.

Contributed To Collision	City, State, & Zip
(Yes) No	Hilton Head, SC 29928

Estimated Speed	Speed Limit	C.D.L. Req: Yes (No)	T/B S Req: Yes (No)	Alc/Drg Info (see back): Yes (No)				
35	35	Summons # N/A	Code N/A	Summons # N/A	Code N/A	Towed / Yes (No)	By	

Driver/Pedestrian #3

J-267093 — Driver/Pedestrian's Full Name:

Unit #	Sex	Race	Street
N/A			

#Occ	Birth Date	City, State, & Zip

State	Driver's License #	Class	Insurance Company:

Year	Body	Vehicle Make	VIN #

State	Year	License Plate #	Owner's D.L. #

Home Telephone	Owner's Full Name
( )	

Bus. Telephone	Street
( )	

Contributed To Collision	City, State, & Zip
Yes No	

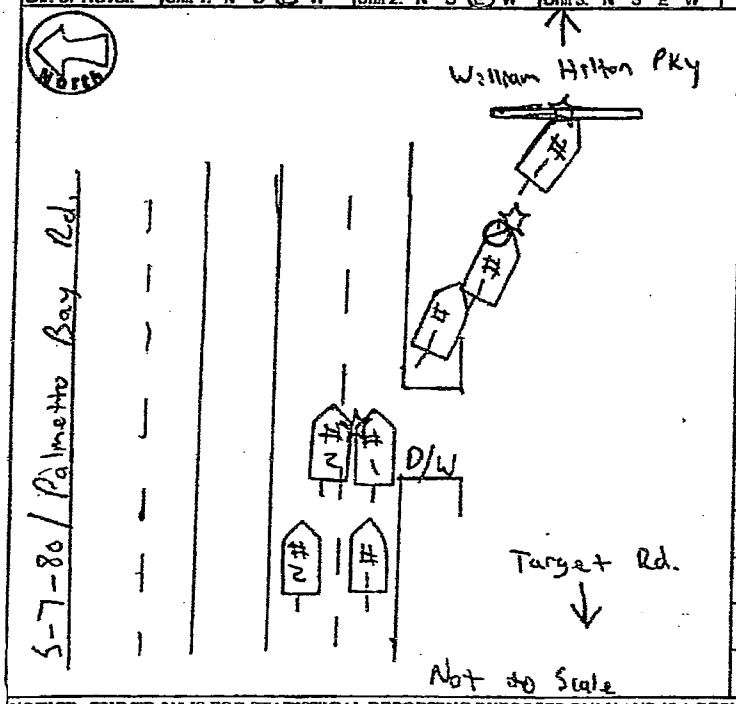
Estimated Speed	Speed Limit	C.D.L. Req: Yes No	T/B S Req: Yes No	Alc/Drg Info (see back): Yes No				
		Summons #	Code	Summons #	Code	Towed / Yes No	By	

Mail flat - Do Not Staple or Mutilate

Provided by: Beaufort County Sheriff's Office
Criminal Records Division
Released by: Date: 06.09.16

Certified to be a true and correct copy of the original document on file with the Office of Sheriff for Beaufort County.
Michael M. Hatfield
Chief Deputy, Beaufort County, SC

Dir. of Travel: Unit 1: N S (E) W | Unit 2: N S (E) W | Unit 3: N S E W



Unit 1 Dam.	Unit 2 Dam.	Unit 3 Dam.	Prop. Dam. 1	Prop. Dam. 2
$ 10,000	$ 2,500	$	$ 2,000	$

Property Owner/Witness:	Property Owner/Witness:
En Mark	
Address: 3 Palmetto Bay Rd, HH, SC 29928	Address:
State: SC Zip: 29928 Phone: 843-842-4336	State: Zip: Phone:

Photo: Y (N) | Describe What Happened (Refer to Units by Number)

Unit #1 and Unit #2 were traveling side by side on Palmetto Bay Rd. Unit #2 did not see Unit #1 as the driver was changing lanes. Unit #2 struck Unit #1, causing Unit #1 to leave the roadway and strike an object in a parking lot then a privacy fence.

Unit #1's driver was transported by EMS for precautionary reasons.

NOTICE - THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION, BUT NO WARRANT IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name	Rank	Badge #	Jurisdiction Code	Review Date	Reviewer's Name	Rank	Internal Agency Code
B. Bucas	CPL	B0530	07000	06.09.2016			16501252

Mail To: SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

16501252

EXHIBIT 7

Unit:	Date of Birth	Sex:	Race:	INJ:	Seat:	R/SD	A.B.D.	Ejct:	Lal:	Trans:	Name	Street Address	Zip Code
1	10/01/1960	F	W	2	01	13	4	1	1	1	Buckel, Doris	114 Forest Cv	Hilton Head 29928
2		F	W	0	01	13	4	1	1	2			

Certified to be a true and correct copy of the original document on file with the Office of Sheriff for Beaufort County.

Michael M. Haltiwald

Chief Deputy, Beaufort County Sheriff's Office

Race: A - Asian/Pacific Islander; B - African American; H - Hispanic; I - Alaskan Native or American Indian; W - Caucasian; O - Other; U - Unk.

a) Injury Status: 0 - Not Injured; 1 - Possible Injury; 2 - Non-Incapacitating; 3 - Incapacitating; 4 - Fatal

b) 2 or 3 Wheel Motorized Vehicle Only — Head Injury: 1 - Yes; 2 - No

Seating Loc.: 01 02 03 / 04 05 06 / 07 08 09; 20 - Pedestrian; 30 - Trailing Unit; 40 - Bus or Van (4th row or Higher); 50 - Other Enclosed Area (nontrailing); 51 - Other Unenclosed Area (nontrailing); 60 - Sleeper of Cab; 70 - Riding on Unit Exterior; 80 - Lap; 99 - Unk./NA

Restraint/Safety Device: 00 - None Used; 11 - Shoulder belt; 12 - Lap Belt Only; 13 - Shoulder & Lap Belt; 21 - Child Safety Seat; 88 - Other; 99 - Unk.

Air Bag Deployment / Switch: a) 1 - Deployed Front; 2 - Deployed Side; 3 - Deployed Both; 4 - Not Deployed; 7 - Not Applicable; 8 - Deployment Unk.; b) 1 - Switch in On Position; 2 - Switch in Off Position; 3 - No Switch; 7 - Not App.; 9 - Unknown

Ejection: 1 - Not Ejected; 2 - Part. Ejected; 3 - Tot. Ejected; 9 - Unk.

Location After Impact: 1 - Not Trapped; 2 - Extricated (Mechanical Means); 3 - Freed (non-mech.); 4 - Not Applicable; 9 - Unknown

a) Transported to Medical Facility: 1 - Yes; 2 - No; 3 - Unknown

b) By: 1 - EMS; 2 - Police; 8 - Other; 9 - Unk.

Pedestrian, Moted/Pedalcycle Only: 51 - Helmet; 51 - Reflective Clothing; 61 - Protective Pads; 61 - Lighting

Sequence of Events

Event 1	Event 2	Event 3	Event 4	Most Harmful	1st Impact
12				22	22
22	10	49	2	48	

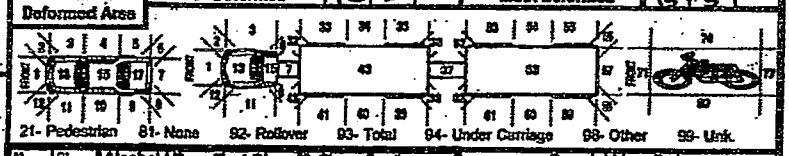
Non-Collision: 01 - Cargo/Equip Loss or Shift; 02 - Cross Median/Center; 03 - Downhill Runaway; 04 - Equipment Failure; 05 - Fire/Explosion; 06 - Immersion; 07 - Jackknife; 08 - Overturn/Rollover; 09 - Ran off Road Left; 10 - Ran off Road Right; 11 - Separation of Units; 12 - Spill (non-Hazmat Veh.); 13 - Other Noncollision; 19 - Unk. Non-collision

Collision: Not Fixed: 20 - Animal (Deer Only); 21 - Animal (All Other); 22 - Motor Veh. (in Transport); 23 - Motor Veh. (Stopped); 24 - Motor Veh. (Other Roadway); 25 - Motor Veh. (Parked); 26 - Pedalcycle; 27 - Pedestrian; 28 - Railway Veh.; 29 - Work Zone Maint. Equip.; 38 - Other Movable Object; 39 - Unk. Movable Object

Collision: Fixed Object: 40 - Bridge Overhead Structure; 41 - Bridge Pier or Abutment; 42 - Bridge Parapet End; 43 - Bridge Rail; 44 - Culvert; 45 - Curb; 46 - Ditch; 47 - Embankment; 48 - Equipment; 49 - Fence; 50 - Guardrail End; 51 - Guardrail Face; 52 - Highway Traffic Sign Post; 53 - Impact Attenuator/Crash Cushion; 54 - Light/Luminaire Support; 55 - Mail Box; 56 - Median Barrier; 57 - Overhead Sign Support; 58 - Other (Post, Pole, Support, Etc.); 59 - Other (Wall, Building, Tunnel, Etc.); 60 - Tree; 61 - Utility Pole; 62 - Work Zone Maint. Equipment; 53 - Other; 99 - Unk.

Manner of Collision (Struck Veh.): 50; 00 - Not Coll. w/ Motor Veh.; 10 - Rear-End; 20 - Head On; 30 - Rear-to-Rear; 41 - Angle; 42 - Angle; 43 - Angle; 50 - Sideswipe Same Dir.; 60 - Sideswipe Opposite Dir.; 70 - Backed Into; 99 - Unknown

1st / Most Deformed Area: 1st Deformed: 12; Most Deformed: 12



Vehicle Type: 01; 01 - Automobile; 12 - Pickup Truck; 13 - Truck Tractor; 14 - Other Truck; 15 - Full Size Van; 16 - Mini Van; 17 - Sport Utility; 25 - Motorcycle; 26 - Other Motorbike; 27 - Pedalcycle; 28 - Animal Drawn Veh.; 39 - Animal (Ridden); 41 - Pedestrian; 51 - Train; 61 - School Bus; 62 - Passenger Bus; 88 - Other; 89 - Unk. (Hit and Run Only)

Alcohol / Drug Test Given: 3 - Given - Pending; 1 - Given - Known Results; 2 - Given - Unusable; 4 - None; 5 - Refused

Special Use Only

Test Type: 3 - Urine; 1 - Breath (Alc Only); 4 - Serum; 2 - Blood; 8 - Other

Underride/Override: 1 - Under-Compartment Intrusion; 2 - Under-No Intrusion; 3 - Under-Unknown; 4 - Over-MV in transport; 5 - Over-Other Vehicle; 6 - None; 9 - Unk.

Vehicle Use Code: 01; 01 - Personal; 02 - Driver Training; 03 - Construction/Maint.; 04 - Ambulance; 05 - Military; 07 - Transport Property; 08 - Transport Passengers; 09 - Wrecker or Tow; 10 - Police; 11 - Government; 12 - Fire Fighting; 13 - Logging; 41 - Pedestrian

Drug Results: 3 - Marijuana; 1 - Amphetamines; 2 - Cocaine; 4 - Opiates; 5 - PCP; 7 - None; 8 - Other

Extent of Deformity: 0 - None/Minor; 2 - Functional Damage; 3 - Disabling Damage; 4 - Severe/Totaled; 5 - Not Applicable; 9 - Unk.

Vehicle Attachment: 1 - None; 2 - Mobile Home; 3 - Semi-Trailer; 4 - Utility Trailer; 5 - Farm Trailer; 6 - Trailer w/ Boat; 7 - Camper Trailer; 8 - Towed Motor Vehicle; 9 - Petroleum Tanker; A - Livestock Trailer; B - Autocarrier Trailer; C - Other Tanker; D - Flat Bed; E - Twin Trailers; F - Other

Alc Test Results: A1 - ; A2 - ; A3 -

Trafficway: 1 - One-way, Not Divided; 2 - Two-way, Not Divided; 2 - Two-way, Divided, Unprotected Median; 3 - Two-way, Divided, Barrier; 4 - One-Way; 8 - Other; 2

Action Prior to Impact: 06; 01 - Backing; 02 - Changing lanes; 03 - Entering traffic lane; 04 - Leaving traffic lane; 05 - Making U-turn; 06 - Movements Essentially Straight Ahead; 07 - Overtaking/passing; 08 - Parked; 09 - Slowing or Stopped in traffic; 10 - Turning left; 11 - Turning right; 88 - Other; 99 - Unk.

(Vehicle): 21 - Approaching/Leaving Vehicle; 22 - Entering/Crossing Location; 23 - Playing/Working on Vehicle; 24 - Pushing Vehicle; 25 - Standing; 26 - Walking, Playing, Cycling; 27 - Working

(Non-motorist):

A: 1 - Core; 2 - Island; 3 - Median; 4 - Roadside; 5 - Roadway; 6 - Shoulder; 7 - Sidewalk; 8 - Outside Trafficway; 9 - Unk.

B: X-walk: I - Y; 2 - N; 9 - U

1st Harmful Event: 12; **Loc.:** 2

Road Character: 1 - Straight - Level; 2 - Straight - On grade; 3 - Straight - Hillcrest; 4 - Curve - Level; 5 - Curves - On grade; 6 - Curve - Hillcrest; 1

Road Surface Condition: 1 - Dry; 2 - Wet; 3 - Snow; 4 - Slush; 5 - Ice; 6 - Contaminate; 7 - Water (Standing, etc.); 8 - Other; 9 - Unk.; 1

Traffic Control Type: 01 - Stop and Go Light; 02 - Flashing Traffic Signal; 11 - RR (X-bucks, Lights & Gates); 12 - RR (X-bucks & Lights); 13 - RR (X-bucks Only); 21 - Officer or Flagman; 22 - Oncoming Emergency Vehicle; 31 - Pavement Markings (only); 41 - Stop Sign; 42 - School zone Sign; 43 - Yield Sign; 44 - Work Zone; 45 - Other Warning Sign; 51 - Flashing Beacon; 88 - None; 98 - Unk.; 98

Weather Condition: 1; 1 - Clear (no adverse conditions); 2 - Rain; 3 - Cloudy; 4 - Sleet, Hail; 5 - Snow; 6 - Fog, Smog, Smoke; 7 - Blowing Sand, Oil, Dirt or Snow; 8 - Severe Crosswinds; 9 - Unk.

Light Condition: 1; 1 - Daylight; 2 - Dawn; 3 - Dusk; 4 - Dark (Lighting Unspecified); 5 - Dark (Street Lamp Lit); 6 - Dark (Street Lamp Not Lit); 7 - Dark (No lights)

School Bus Involved: 3

Junction Type: 02; 01 - Crossover; 02 - Driveway; 03 - Five/More Points; 04 - Four-way Intersection; 05 - Railway Grade Crossing; 07 - Shared Use Paths or Trail; 08 - T-Intersection; 09 - Traffic Circle; 12 - Y - Intersection; 13 - Nonjunction; 99 - Unk.

Work Zone: 1 - Yes; 2 - No; 2

Work Zone Location: 1 - Before 1st Sign; 2 - Advanced Warning Area; 3 - Transition Area; 4 - Activity Area; 5 - Termination Area

Work Zone Type: 1 - Shoulder/Median Work; 2 - Lane Shift/Crossover; 3 - Intermittent/Moving Work; 4 - Lane Closure; 8 - Other; 9 - Unk.

Workers Present: 1 - Yes; 2 - No

Primary Contributing Factors: 19

Driver: 02; 03; 01 - Disregarded Signs, Signals, Etc.; 02 - Distracted/Inattention; 03 - Driving Too Fast for Conditions; 04 - Exceeded Authorized Speed Limit; 05 - Failed to Yield Right of Way; 06 - Ran off Road; 07 - Fatigued/Asleep; 08 - Followed Too Closely; 12 - Aggressive Operation of Vehicle; 13 - Over-correcting/Over-steering; 14 - Swerving to Avoiding Object; 15 - Wrong Side or Wrong Way; 16 - Under the Influence; 17 - Vision Obscured (Within Unit); 18 - Improper lane Usage/Change; 19 - Made an Improper Turn; 20 - On Cell Phone; 21 - Texting; 28 - Other Improper Action; 29 - Unk.

Roadway: 30 - Debris; 31 - Non-highway Work; 32 - Obstruction in Roadway; 33 - Road Surface Condition (i.e., Wet); 34 - Rut, Holes, Bumps; 35 - Shoulders (None, Low, Soft, High); 36 - Traffic Control Device (i.e., Missing); 37 - Work Zone (Constr./Maint./Utility); 38 - Worn, Travel-Polished Surface; 48 - Other; 49 - Unk.

Non-Motorist: 50 - Inattentive; 51 - Lying &/or Illegally in Roadway; 52 - Failure to Yield R. of W.; 53 - Not Visible (Dark Clothing); 54 - Disregard Signs, Signals, Etc.; 55 - Improper Crossing; 56 - Darting; 57 - Wrong Side of Road; 58 - Other; 59 - Unk; 67 - Other Person Under Inf.

Environmental: 62 - Obstruction; 63 - Animal in Road; 63 - Weather Cond.; 64 - Glare; 68 - Other; 69 - Unk.

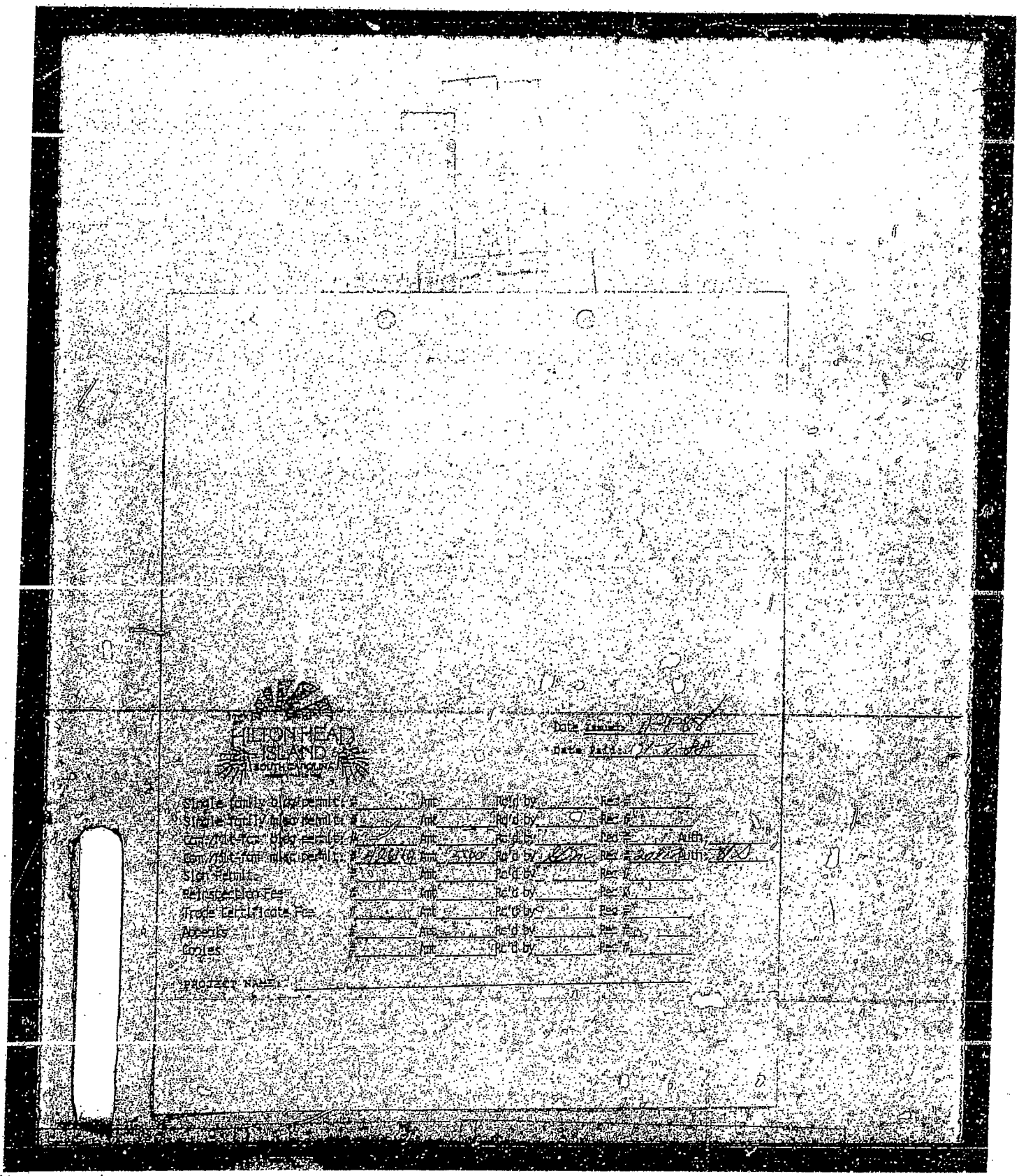
Vehicle Defect: 70 - Brakes; 71 - Steering; 72 - Power Plant; 73 - Tires/Wheel; 74 - Lights; 75 - Signals; 76 - Windows/Shield; 77 - Restraint System; 78 - Truck Coupling; 79 - Cargo; 80 - Fuel System; 88 - Other; 89 - Unk.

Others: 02; 03

Mail To: SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

000884

11-7-88


TOWN OF
HILTON HEAD
ISLAND
SOUTH CAROLINA
Date issued: 11-8-88
Date paid: 11-7-88
Single family bldg permit: #
Amt
Rec'd by
Rec #
Single family mfg permit: #
Amt
Rec'd by
Rec #
Com/Mlt-Fam Bldg permit: #
Amt
Rec'd by
Rec #
Auth:
Com/Mlt-Fam mfg permit: #
Amt
Rec'd by
Rec #
Auth:
Sign Permit: #
Amt
Rec'd by
Rec #
Relocation Fee: #
Amt
Rec'd by
Rec #
Trade Certificate Fee: #
Amt
Rec'd by
Rec #
Appeals: #
Amt
Rec'd by
Rec #
Copies: #
Amt
Rec'd by
Rec #
PROJECT NAME:

11-7-88

TOWN OF
HILTON HEAD ISLAND

P.O. BOX 6659, HILTON HEAD ISLAND, S.C. 29938
(803) 681-9440

DEPARTMENT OF PLANNING & INSPECTIONS
Office-681-8396/Recorder-681-9505

Electrician's Name: John Wilson B.P.#: 42649

H.H. Trade Certification #: 228 H.H. Bus. Lic. #: 7085.3

General Contractor: Leonard & Wooddy Constr. Co. Inc.

Address Of Work To Be Performed: Palmetto Bay Rd

Owner's Name: CHEMMCO Inc.

Mailing Address: Palmetto Bay Rd

Size of Electrical Service (Amps): N/A

Description of Work: Replace 10 Gas Dispensers

Cost of Job:

ALL OF THE ABOVE INFORMATION MUST BE COMPLETED BEFORE PERMIT WILL BE ISSUED.

I, the undersigned will perform the electrical work as described above in accordance with Title 15 of the Municipal Code of the Town of Hilton Head Island and the current National Electrical Code, and possess a valid Hilton Head Electrical License.

Susan Shelly Hammond
Notary Public for South Carolina
My Commission Expires: 12-10-98

John Wilson
Electrician's Signature

11-7-88
Date

NOTE: Electrician's signature must be notarized.

Revised: 1/87

Incorporated 1983

000886

Town HHI
1286

1-15-93

MISCELLANEOUS

PERMIT FE CONSTRUCTION IN HILTON HEAD ISLAND, SOU CAROLINA
Department of Planning and Inspections

PERMIT FEE: $ 25.00 — 1-15-93 — PERMIT NUMBER: M 53372

DISTRICT	TAX MAP SHEET	SUB-MAP	PARCEL	BLOCK	DATE ISSUED
550	15		206		1/14/93

LOCATION OF BUILDING — LOT — BLOCK — STREET: 3 Palmetto Bay Road — SUBDIVISION:

FLOOD ZONE: A(7) — ELEVATION REQUIRED: 14 MSL

	NAME	MAILING ADDRESS	NO. ST.	CITY & STATE	ZIP CODE	TELEPHONE NO.
OWNER	Alice B Means.	3 Palmetto Bay Road		H.H.I. SC.	29928	842-4336
GEN. CONTR.	J.M. Wilson Electric Inc.	208 Corbin Bill Pt. Rd.		SAV. Ga.	31406	354-8177

☐ MOBILE HOME	$	☐ PLUMBING	$
☐ SWIMMING POOL		☐ HVAC	$
☐ RESIDENTIAL	$	☐ MOVING	$
☐ COMMERCIAL	$	☒ ELECTRICAL	$ 2500.00
☐ DEMOLITION	$	☐	$
☐ SIGN	$	☐	$
☐ GAS	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$

INSPECTION REPORT

Electrical to the Pumps only.

Michael Wilson

REMARKS

EXHIBIT 79 (B)

11-23-93

TOWN OF HILTON HEAD ISLAND

APPLICATION FOR CORRIDOR REVIEW

Please TYPE or PRINT legibly

Application # _____

PROJECT CATEGORY:

☐ New Development ☐ Alteration/Addition ☒ Minor External Change

PROJECT NAME: Island Chevron

STREET ADDRESS: 3 Palmetto Bay Road

TAX MAP NUMBER(S): _____ PARCEL(S): _____

OWNER:
Name Alice Means
Mailing Address 3 Palmetto Bay Rd
Hilton Head, SC
Telephone 842-4336

APPLICANT:
Name Lewis Oil Company
Mailing Address 1753 State St.
Waycross, GA 31501
Telephone (912)283-5951

ARCHITECTURAL REVIEW BOARD, if applicable: Sea Pines Commercial

When a project lies within the jurisdiction of an Architectural Review Board (ARB), the CRC shall receive such ARB's written notice of action prior to review [LMO section 16-7-650]. Making an application to the ARB in time to meet this requirement is the responsibility of the Applicant.

I. APPLICATION REQUIREMENTS FOR ALL PROJECTS:

A. Fully completed and signed application form.
B. Filing fee made payable to the Town of Hilton Head Island: new development, $175; alteration/addition, $100; minor external change, $50.
C. Written narrative fully describing the project and how it conforms to the guidlines of LMO Section 16-7-484.

II. APPLICATION REQUIREMENTS FOR NEW DEVELOPMENT AND ALTERATIONS/ADDITIONS:

A. Survey showing property lines, existing topography, locations of trees meeting Tree Protection regulations of LMO article IX. and any wetlands, marshes or beaches.
B. Site plan (1"=30' min.) showing all buildings (including roof lines) and all site improvements clearly labeled, including location of bordering streets and existing and approved access points.
C. Photographs or drawings of neighboring uses and architectural styles.
D. Site lighting plans and landscaping plans as required by Section 16-7-856.
E. Floor plans and elevation drawings (1/8"=1'-0" min.) including the location of all exterior building materials and colors.
F. Color board with actual samples of materials/colors to be used.

(OVER)

000888 EXHIBIT 79(C)

Town HHI
1441

III. APPLICATION REQUIREMENTS FOR MINOR EXTERNAL CHANGES:
(non-structural, i.e. painting, materials, etc.)

A. Photographs and/or drawings of existing development.

B. Drawings and material/color samples of existing and proposed changes.

ALL APPLICATION ITEMS MUST BE SUBMITTED BY THE DEADLINE DATE IN ORDER TO BE REVIEWED BY THE CRC [LMO 16-7-651]. All drawings must be submitted as described AND reduced to no larger than 11"X 17".

To the best of my knowledge, the information on this application and accompanying documentation is true, factual and complete. If this request is granted, I hereby agree to abide by all conditions imposed by the Town of Hilton Head Island; I understand that such conditions shall apply to the subject property only, and are a right or obligation transferable by sale.

Alice B Means
Signature of Applicant
for Island Charron

11/23/93
Date

APPMST.CRC 10/93

000889

Town HHI
1442

12-7-93

MEMORANDUM TO: CORRIDOR REVIEW COMMITTEE & APPLICANT DATE: 12/07/93

FROM: ED DRANE, URBAN DESIGNER, TOWN OF HILTON HEAD ISLAND

RE: AGENDA ITEM FOR MEETING OF 12/14/93

PROJECT: Island Chevron
3 Palmetto Bay Road
PROJECT #: CR93-189
CATEGORY: m.e.c.

OWNER: Alice Means
3 Palmetto Bay Road
Hilton Head Island SC 29938

APPLICANT: Lewis Oil Company
1753 State Street
Waycross GA 31501

*PRIVATE ARCHITECTURAL REVIEW BOARD (ARB): Sea Pines Commercial

---

DESCRIPTION:
This application is to change the colors on two buildings located on Palmetto Bay Road. The stucco facades are to be painted off white and the metal roof is to be painted dark Brown. No other changes are proposed.

RECOMMENDATION:
The staff recommends approval with the condition that the off white color for the facades be changed to a darker color, new color to be approved by the staff and one CRC member.

*NOTE! IF AN ARB IS SHOWN ON THIS APPLICATION, NO ACTION WILL BE TAKEN BY THE CORRIDOR REVIEW COMMITTEE PRIOR TO RECEIVING A LETTER FROM THAT ARB STATING ITS ACTION. THE APPLICANT IS RESPONSIBLE FOR OBTAINING THIS LETTER BEFORE THE ABOVE CRC MEETING DATE.

12-15-93

NOTICE OF ACTION BY: CORRIDOR REVIEW COMMITTEE
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD, SC 29928

PROJECT: Island Chevron
LOCATED AT: 3 Palmetto Bay Road

PROJECT #: CR93-189

ACTION DATE: 12/14/93

NOTICE DATE: 12/15/93

OWNER: Alice Means
3 Palmetto Bay Road
Hilton Head Island SC 29938

APPLICANT: Lewis Oil Company
1753 State Street
Waycross GA 31501

ON THE ABOVE MEETING DATE YOUR APPLICATION RECEIVED THE FOLLOWING ACTION:

( ) WAIVED REVIEW

( ) WITHDRAWN AT THE APPLICANTS REQUEST

( ) APPROVED AS SUBMITTED

(✓) APPROVED WITH CONDITIONS LISTED BELOW

( ) DISAPPROVED FOR REASONS LISTED BELOW

( ) NO ACTION TAKEN - AWAITING AN ARB NOTICE OF ACTION

The off white color for the facades be changed to a darker color, new color to be approved by the staff and one CRC member.

YOU HAVE THE RIGHT TO APPEAL THIS DECISION. IN ORDER TO BE CONSIDERED BY THE PLANNING COMMISSION, AN APPEAL SHALL BE FILED (RECEIVED BY THE ADMINISTRATOR OR POSTMARKED) NOT LATER THAN TEN (10) DAYS AFTER THE DATE OF ACTION NOTED ABOVE. (LMO 16-7-678)

NOTICE: APPROVAL BY THE CORRIDOR REVIEW COMMITTEE MAY NOT CONSTITUTE AUTHORITY TO PROCEED. PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 842-7630 TO FIND OUT IF OTHER APPROVALS OR PERMITS ARE REQUIRED FROM THE PLANNING, INSPECTIONS OR ENGINEERING DIVISIONS.

BY: _____, URBAN DESIGNER
Edwin B. Drane, AIA

1-12-94

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928
803/842-8900 Fax 842-7728

Frank R. Chapman, Jr.
Mayor
Frank Soulsman
Mayor Pro Tem

Council Members

James K. Cinlis
Willis (Bill) Ferguson
Kris Kemp
Tom Peeples
Dorothy G. Pedden

Michael G. O'Neill
Town Manager

January 12, 1994

Ms. Alice Means
Island Chevron
3 Palmetto Bay Road
Hilton Head Island, SC 29928

Dear Ms. Means:

This letter will confirm our agreement on the colors for your building as Pittsburgh Paint numbers:

4636, weathered cedar:	Roof
2635, lido beige:	Walls
3836, wekner gray:	Trim

I have contacted Mr. Ray Easterlin with the Sea Pines commercial ARB and indicated that you will submit samples of these to him for approval. Please let me know if he has any problem with these selections. He indicated from my description that they should be OK.

Thank you for your cooperation in resolving this matter.

Sincerely,

Edwin B. Drane
Urban Designer

12-14-93

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

TO: Chairman, Members of the Committee, and Committee Clerk

FROM: DREW LAUGHLIN

DATE: 12/14/93

SUBJECT: Potential Conflict of Interest

SUBJECT MATTER OF POTENTIAL CONFLICT OF INTEREST:

ISLAND CHURCH

DESCRIPTION OF POTENTIAL CONFLICT OF INTEREST:

PAST REPRESENTATION OF CLIENT

NOTE: A Town of Hilton Head Island Resolution, dated July, 1991, requires that persons claiming a potential conflict of interest must "absent themselves from the regulatory body," in other words, temporarily leave the dais.

4-6-95

FOR OFFICE USE
DATE: 4-10-95
AMT: 77.00
RCPT #: 06181
IMP FEE:
PAID BY:

DEPARTMENT OF COMMUNITY DEVELOPMENT

INSPECTIONS DIVISION
OFFICE (803) 842-7630
HOT LINE (803) 842-7638
FAX # (803) 842-7728

DATE 4-6-95 BP # 48917
DIST 550 MAP 15 PAR 206
BP FEE $ 77.00 SIF $ —

APPLICATION FOR BUILDING PERMIT

GENERAL CONTRACTOR'S STATE LICENSE #
GENERAL CONTRACTOR'S TOWN OF HILTON HEAD BUSINESS LICENSE # 48457

ELECT CONTR'S T OF HH TRADE CERTI # 1094
MECH CONTR'S T OF HH TRADE CERTI #
PLBG CONTR'S T OF H H TRADE CERTI #

LOT # 7CT BLK STA 3 STREET Palmetto Bay Rd. SUBDV MarKet Place
FLOOD ZONE N/A ELEVATION REQUIRED N.S.L.

	NAME	MAILING ADDRESS	CITY/STATE	ZIP	TELEPHONE
OWNER	ALICE MEANS	3 Palmetto Bay Rd	HHI, S.C.	29928	842-4336
GEN CONTR	Carolina Const.	30 C. Huston Rd	HHI, SC	29926	681-5994
ELEC CONTR					
PLBG CONTR					
MECH CONTR					
ARCHITECT					

CONSTRUCTION COST DATA

BUILDING $
ELECTRICAL 3,000.00
PLUMBING $
HVAC $
TOTAL COST OF CONSTRUCTION $ 3,000.00

TYPE IMPROVEMENT ELECT. ALTERATIONS OWNERSHIP Cond
PROPOSED USE Service Station NUMBER UNITS 1
PRINC TYPE FRAME N/A TYPE OF HEATING N/A
TYPE SEWAGE SEPTIC TANK #
NUMBER BEDROOMS NUMBER BATHROOMS
NUMBER STORIES TOTAL FL SQ FT
CENTRAL A/C ELEVATOR
INTERIOR WALLS TYPE FLOORING

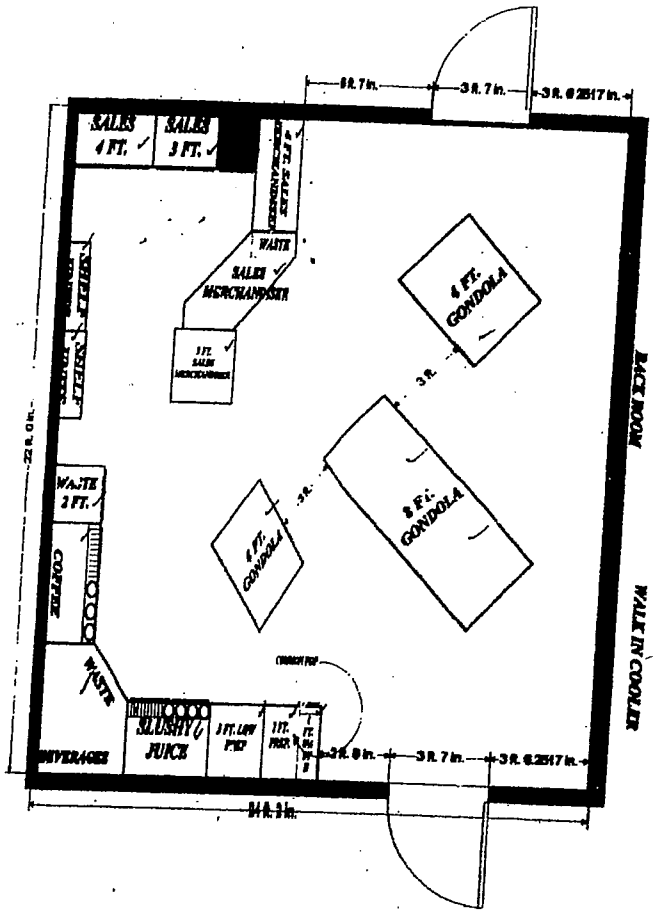
1) Will this structure be located within the South Carolina Coastal Zone Management Act (Beach Front) Yes ___ No ✓
2) Is this structure in compliance with private covenants Yes ___ No ✓

Signature [signature] Date 4-6-95

32 × 1[illegible]

000894 EXHIBIT 79 (V)

CHEVRON



3000.00
77.00

32 x

000895

Town HHI
1354

4-10-95

ORIGINAL RECEIPT

TOWN OF HILTON HEAD ISLAND

ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928

RECEIPT NO.
M 06181

Control Number: M006181

Issuing Officer: _____
(Receipt not valid without
Issuing Officer's initials)

Receipt Date: 04/10/95
Name: CAROLINA CONTRACTORS

Transaction Code	Description	Amount
MISC BUILDING PERMITS	CAROLINA CONTRS/ALICE MEANS # 48917	77.00

Receipt Total:	77.00	
Cash Paid:	.	Mailed?:
Check Paid:	77.00	Mailed?: N
Receipt Bal:	. 0	

10-11-95

PERMIT FOR: **MISCELLANEOUS**
CONSTRUCTION IN HILTON HEAD ISLAND, SOUTH CAROLINA
Department of Planning and Inspections

Diane 4/11

PERMIT FEE: $ 77.00

10-11-95

PERMIT NUMBER: M 489

DISTRICT	TAX MAP SHEET	SUB-MAP	PARCEL	BLOCK	DATE ISSUED
550	15		206		4/11/95

LOCATION OF BUILDING — LOT — BLOCK — STREET: 3 PALMETTO BAY RD — SUBDIVISION

FLOOD ZONE — ELEVATION REQUIRED — MSL

	NAME	MAILING ADDRESS	NO. ST.	CITY & STATE	ZIP CODE	TELEPHONE NO.
OWNER	MEANS, ALICE	3 PALMETTO BAY RD		HHI, SC	29928	842-4336
GEN. CONTR.	CAROLINA CONST	30 C HUNTER RD		HHI, SC	29926	681-5994

☐ MOBILE HOME	$	☐ PLUMBING	$
☐ SWIMMING POOL		☐ HVAC	$
RESIDENTIAL	$	☐ MOVING	$
COMMERCIAL	$	☒ ELECTRICAL	$ 3,000.00
☐ DEMOLITION	$	ALTERATIONS	$
☐ SIGN	$	☐	$
☐ GAS	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$

INSPECTION REPORT

MUST BE INSPECTED
MUST COMPLY WITH TOWN CODES

Tennis Ctr

REMARKS

000897 EXHIBIT 79(E)

132 x 10

Town HHI
1348

1-14-98

Office	803-341-4601
Fax	803-842-8587
Request line	803-341-4750

MISCELLANEOUS BUILDING PERMIT APPLICATION

Revised May, 1997

DF 048410

INSTRUCTIONS

Complete both sides of this form.

Single Family ☐
Multi Family ☐
Commercial ☑

Fee (Office use only)	
Plans checking	
Permit fee	25.00
SUB TOTAL	25.00
TIF	—
Total due	$ 25.00

(Office use only)	
Date	1/14/98 (1/13/98)
Permit #	53372
Amount	25.00 (25.00)
TIF	
Receipt	M-11113
Paid by	pd credit card

LOCATION

Sp ____ DIST. 550 MAP 15 PARCEL 206 Flood Zone A(7) Min 1st Fl Elev 14

Lot ____ Street# ____ Street Name 3 Palmetto Bay Road Sub Div ____

OWNER

Owner Name Alice B Means

Owner Mailing Address 3 Palmetto Bay Road City/State Hilton Head S.C. Phone # 803 842-4336 Zip 29928

CONTRACTOR

Contractor Name ____ Phone# ____

Mailing Address ____ City/State ____ Zip ____

Gen Contractor State License # ____ Town of HHI Business License # ____

ELECTRICAL

Subcontractor's Name J.M. Wilson Electric Inc Phone # 912-354-8179

Mailing Address 208 Grim Ball Pl. Ste. Sav, Ga. 31406

Trade Certificate # ____ Town of HHI Business License # 80033

PLUMBING

Subcontractor's Name ____ Phone # ____

Mailing Address ____ City/State ____ Zip ____

Trade Certificate # ____ Town of HHI Business License # ____

HVAC

Subcontractor's Name ____ Phone # ____

Mailing Address ____ City/State ____ Zip ____

Trade Certificate # ____ Town of HHI Business License # ____

ARCHITECT

Architect/Residential Designer Name ____ Phone # ____

Mailing Address ____ City/State ____ Zip ____

Architect State License # ____

CONSTRUCTION DATA

EXHIBIT 79(F)

BUILDING $ _____ HEATED SQ FT. _____

ELECTRICAL $ _____ UNHEATED SQ FT _____

PLUMBING $ _____

HVAC $ _____

TOTAL $ 2500.00 TOTAL SQ FT _____

Description of work to be done
check below and describe in space at bottom

☐	Addition (Note: square feet above)	☐	Remodel	☑	Electrical	☐	Tent (exceeding 400 sq. ft.)
☐	Repairs	☐	Demolition	☐	HVAC	☐	Air supported structure
☐	Deck	☐	Enc porch	☐	Plumbing	☐	Other- describe below

Type of gas appliances _____ Type of sewage _____

Pulled New wires to New gas dispensers And Hooked them up.

Is this structure located in the SC Coastal Zone Management Act (Beach Front)? —

Is this structure located near a wetland that requires a setback? —

Is this structure in compliance with private covenants? —

Signature of applicant Michael Wilson Date 1-14-98

12x

000899

Town HHI
1458

1-14-98

ORIGINAL RECEIPT

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928

RECEIPT NO.
M 11113

Control Number: M 11113

Issuing Officer: _____
(Receipt not valid without Issuing Officers initials)

Receipt Date: 1/14/98
Name: J. M. WILSON ELECTRIC

Transaction Code	Description	Amount
MISC BUILDING PERMITS	WILSON/ISL CHEVRON-MEARS # 53372	$25.00

Means

Receipt Total:	$25.00	
Cash Paid:		Mailed?: N
Check Paid:		Mailed?: N
Credit Card Paid:	$25.00	Mailed?: N

000300

7-20-04

REPLACEMENT BUILDING PERMIT Expired

Town of Hilton Head Island

Beaufort County, South Carolina

402265 E

6, 2004 Est. Completion: Cost of Construction: $61,000.00

1e Type of Permit: Renovation Commercial Permit Fee: $190.00

0402040009 Lot #: Fl. Area/Dia. Finished Flr. Elev.: AE[illegible]

TO BAY ROAD **** Subdivision: UNKNOWN

RMT OF CANOPY WITH GABLE PER DRB / 3/24/05 INCLUSION OF ADDITIONAL WORK TO INCLUDE NEW CORP

3 AND RESIDUAL TEXTURE ON STORE AND CAR WASH TO MATCH EXISTING COLOR

[illegible] ALICE B [illegible] 25 ST ANDREWS PLACE HILTON HEAD ISLAND SC 29928 [illegible]

CONTRACTING INC ANDREW L FISHKIND PO BOX 23 BLUFFTON SC 29910 843-757-1964

CONTRACTING INC ANDREW L FISHKIND PO BOX 23 BLUFFTON SC 29910 843-757-1964

CT D 23 MARKETPLACE DRIVE #104 BLUFFTON SC 29910 843-706-2567

	0	Unheated Sq. Ft.:	0
	0	Type of Construction:	
	0	Type of Exterior:	
	0	Type of Roofing Material:	
	0	Type of Heating/Air:	
	0	Type of Pool:	
	0	Gas Appliances:	
	0	Size of LP Tank:	0
		Type of Sewage:	

Total Sprnkr Pools: 0

Sq.Ft. Swimming Pool: 0

Septic Tank #: 0

COMPLY WITH TOWN OF HILTON HEAD ISLAND CODES.

[illegible] Scott Middleton III

[signature]

Date: 3/24/05

PART I **GENERAL INFORMATION**

1. Date: 7.20.04 Estimated Date of Completion: 10.20.04

2. Location: District/Map/Parcel R PALMETTO BAY ROAD Subdivision:

Lot ___ Street # 3 Street Name ___ Unit:

3. Owner Name: ALICE B [illegible] RICHARD CHEVRON Phone

Owner Address: 29 ST. ANDREWS PLACE HHI. S.

4. Contractor: [illegible] RIVER CONTRACTING Phone

Contractor Address: PO BOX 3229 BLUFFTON SC 2991[illegible] Phone

Contractor State License Number [redacted] email

5. Architect: SCOTT CORREEN ARCH Phone

Architect State License Number [redacted] email

6. Engineer: ENGINEERED SYSTEMS Phone

Engineer State License Number [redacted] email

7. Applicant: ANDREW L. FISHKIND Phone

8. Type of Permit: DPR# (If applicable)

Single Family ☐ Duplex ☐ Multi Family ☐ Commercial ☒

9. Description of work being done: Use

NEW CANOPY ON EXISTING FOOTINGS AND ADDITION OF DORMER / GABLE AS PER DRB.

10. Required for all permits that affect the percentage or amount of impervious sur

Total parcel area ___ Total impervious area ___

Part II **VALUE OF CONSTRUCTION**

Cost of Plumbing $ N/A Plb Contractor: N/A

Cost of Electrical $ 2500.00 Elect Contractor: SIMONEN

Cost of HVAC $ N/A HVAC Contractor: N/A

EXHIBIT 79(G)

Town HHI
1330

PART III NEW STRUCTURES AND ADDITIONS Fill in only those areas that relate to the addition

New Structure ☐ Addition ☐ Modular Construction ☐ Number of Units_____

Type Construction_____

Heated Square Feet_____ Unheated Square Feet_____

Number of Stories		Fire Alarm System	Yes	No
Number of Bedrooms		Sprinklered	Yes	No
Number of Bathrooms		Type of Heating /Air		
Total Number of Residential Rooms		Type of Fuel		
Number of Elevators		Gas Appliances		
Number of Fireplaces		Size of LP Tank		
Type of Exterior Materials		Type of Sewage		
Type of Roofing Materials		Septic Tank Number		

PART IV ALL OTHER PERMITS Please check box below

☐ Irrigation
☑ Moving Permit
☐ Demolition Permit
☐ Residential Swimming Pool/Spa
Square Ft. of Pool_____
☐ Commercial Swimming Pool/Spa
Square Ft. of Pool_____
☐ Portable Spa Unit
☐ Re-roofing- Type materials_____
Color _____

☐ HVAC Replacement/Repair
☐ Manufactured Home
☐ Modular Business Unit
☐ Construction Trailer
☐ Tent Permit
☐ Air Supported Structure
☐ Plumbing

☐ Electrical work other than change out
☐ Electrical Change- out ☐<200 Amps
☐ Electrical Change- out ☐>200 Amps

☐ Renovation -Describe on Page I #9 of for
Which Floor(s)
Which rooms or units?
Exterior Material
Sprinklered Y___ N___ Fire Alarm Y___
Gas Appliances Y___ N___

Part V

The information on this application is complete and accurate. I am the owner or authorized age owner.

Name (Print) ANDREW L. FISHKIND email : AFISHKIND@GC.

Signature: _____ Date: 7.20.04

PART III NEW STRUCTURES AND ADDITIONS Fill in only those areas that relate to the addition

New Structure ☐ Addition ☐ Modular Construction ☐ Number of Units_____

Type Construction_____

Heated Square Feet_____ Unheated Square Feet_____

Number of Stories		Fire Alarm System	Yes No
Number of Bedrooms		Sprinklered	Yes No
Number of Bathrooms		Type of Heating /Air	
Total Number of Residential Rooms		Type of Fuel	
Number of Elevators		Gas Appliances	
Number of Fireplaces		Size of LP Tank	
Type of Exterior Materials		Type of Sewage	
Type of Roofing Materials		Septic Tank Number	

PART IV ALL OTHER PERMITS Please check box below

☐ Irrigation
☒ Moving Permit
☐ Demolition Permit
☐ Residential Swimming Pool/Spa
Square Ft. of Pool_____
☐ Commercial Swimming Pool/Spa
Square Ft. of Pool_____
☐ Portable Spa Unit
☐ Re-roofing- Type materials_____
Color _____

☐ HVAC Replacement/Repair
☐ Manufactured Home
☐ Modular Business Unit
☐ Construction Trailer
☐ Tent Permit
☐ Air Supported Structure
☐ Plumbing

☐ Electrical work other than change out
☐ Electrical Change- out ☐<200 Amps
☐ Electrical Change- out ☐>200 Amps

☐ **Renovation** -Describe on Page I #9 of form
Which Floor(s)
Which rooms or units?
Exterior Material
Sprinklered Y___ N___ Fire Alarm Y___ N___
Gas Appliances Y___ N___

Part V

The information on this application is complete and accurate. I am the owner or authorized agent of the owner.

Name (Print) ANDREW L. FISHKIND **email :** MAFISHKIND@MAYFAIRGC.COM

Signature: _____ **Date:** 7-20-04

3-3-05

Mechanical Certificate
Town of Hilton Head Island

Certification # 198 0004 Permit # B0402265

Business License # BLN 0L02354

A Mechanical Certificate is required **before work *begins*** in plumbing, electrical or HVAC
Application on the form is **required. Only completed forms will be accepted.**
All persons doing work in any of the trades are required to have the certificate approved by the Chief Building Official

Job Site BLAND CHEVROON -3 PALMETTO BAY RD. as it appears on the permit
MAY RIVER CONT
ISLAND CHEVERON

Type of work.

Lighting Electric Service Size N/A

Cond Air Heat Pump Size

The undersigned, am the owner or authorized agent of Simoneau Electric *to perform*
Company Name
electrical or heating and air conditioning or plumbing work as described above in accordance with The Municipal Code of the Town of Hilton Head Island.

PAT Simoneau
Name (PRINT)
PJ Simoneau
Signature
3.30.05

Notary Public (PRINT)
Signature
Date: 3.30.05

State: SC Commission Expires: 12/23/12

EXHIBIT 79 (H)

Town HHI
1333

3-28-05

SUBCONTRACTOR ROSTER

Date 3-28-05

Instructions: Fill in the information in each column. All license numbers must be current. This form is required before the inspection for permanent service. A specialty contractor's license is not needed for commercial work.

Owner name: ISLAND CHEVRON

General contractor: MAY RIVER CONTRACTING

Permit #: B 0 4 0 2 2 5 [redacted]

Entered:

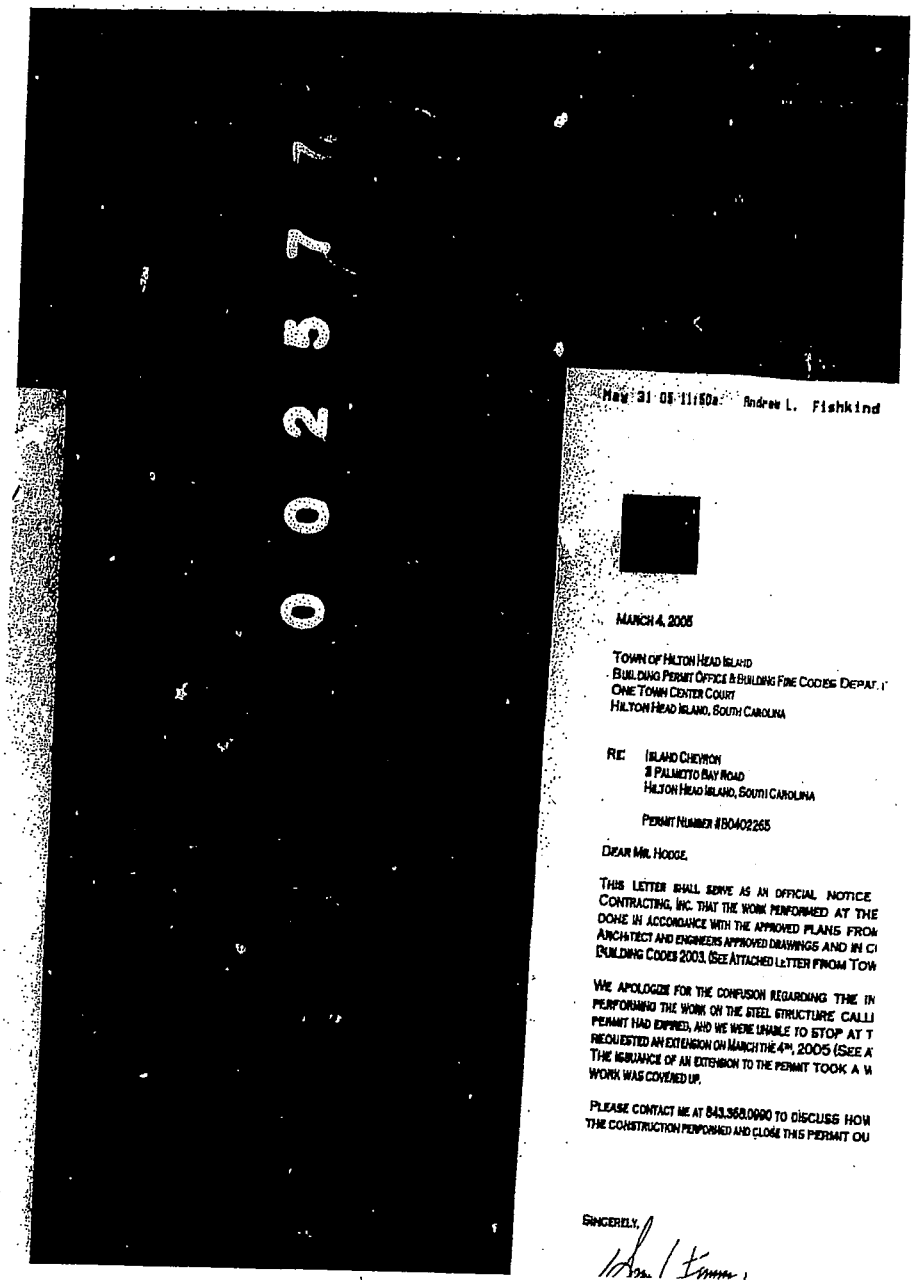
Job location: _____ Date _____

Note: *A separate permit is required for irrigation sprinkler installation.*

PRINT ALL INFORMATION

TRADE	CONTRACTOR COMPANY NAME	License holders name	HHI BUSINESS LICENSE #	SPECIALTY CONTR[redacted]
Electrician	SIMONEAUX ELEC	PAT SIMONEAUX	RLN 0102359	[redacted]
Plumber				
HVAC				
Roofer				
Foundation				
Masonry				
Steel				
Vinyl/aluminum siding				
Stucco	PREMIUM STUCCO	PAHL BERMAN	RN0104031	
Insulation				
Sheet rock/drywall				
Carpentry - framing	MAY RIVER CONTRACTING	ANDREW FISHKAR	0201563	G 107708
Carpentry - interior trim				
Cabinets				
Painting				
Ceramic tile				
Wallpaper				
Tile work				
Equipment				
Elevator				
Factory fireplace				
Glass				[redacted]
Sprinkler (Bids)				
Alarm system				
Gas				

5-31-05



Town HHI
1335

5-30-08

NOTICE OF ACTION BY: DESIGN REVIEW BOARD
TOWN OF HILTON HEAD ISLAND

COPY

PROJECT: Chevron

PROJECT#: SIGN080295

LOCATED AT: 3 Palmetto Bay Road

CATEGORY: Signs

ACTION DATE: May 28, 2008

NOTICE DATE: May 30, 2008

OWNER:
Ms. Alice Means/ASA Inc.
DBA Island Chevron
3 Palmetto Bay Road
Hilton Head Island, SC 29928

APPLICANT:
Same

AGENT:
Mr. Cal Ellington
Graphics Corp.
P.O. Box 21469
Hilton Head Is., SC 29925

ON THE ABOVE MEETING DATE YOUR APPLICATION RECEIVED THE FOLLOWING ACTION:

- ☐ WAIVED REVIEW
- ☐ WITHDRAWN AT THE APPLICANTS REQUEST
- ☒ APPROVED AS SUBMITTED
- ☐ APPROVED WITH CONDITIONS LISTED BELOW
- ☐ DISAPPROVED FOR REASONS LISTED BELOW
- ☐ NO ACTION TAKEN - TABLED

PURSUANT TO LMO 16.3.116, THIS APPROVAL WILL EXPIRE ONE YEAR FROM THE DATE OF THIS NOTICE UNLESS A COMPLETED DEVELOPMENT PLAN REVIEW APPLICATION (SEE LMO 16.3.303) IS SUBMITTED OR, WHERE DEVELOPMENT PLAN REVIEW IS NOT REQUIRED, THE APPROVED ACTIVITY IS COMPLETED. YOU HAVE THE RIGHT TO APPEAL THIS DECISION TO CIRCUIT COURT IN ACCORDANCE WITH LMO 16.2.407.

NOTICE: APPROVAL BY THE DESIGN REVIEW BOARD MAY NOT CONSTITUTE AUTHORITY TO PROCEED. PLEASE CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT 341-4601 TO FIND OUT IF OTHER APPROVALS OR PERMITS ARE REQUIRED FROM THE PLANNING, INSPECTIONS OR ENGINEERING DIVISIONS.

BY: _____, URBAN ADMINISTRATOR

cc: CD

EXHIBIT 79(F)

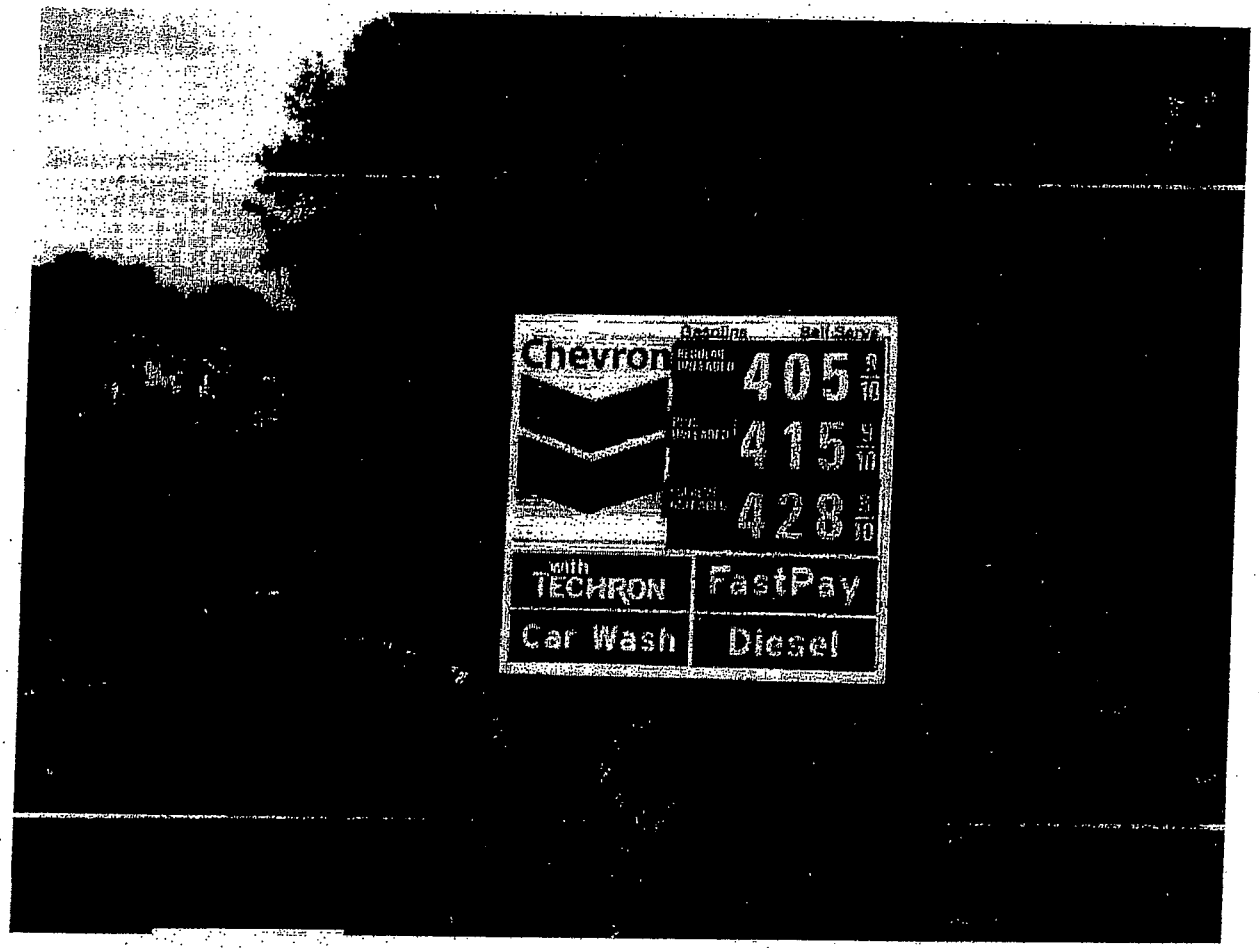
000907

Town HHI
1309

NOTICE OF COMPLIANCE

PERMIT #: SIGN080295
TYPE: Freestanding
DATE: 19 July 2008
NAME: Chevron
LOCATION: 3 Palmetto Bay Road

Any alteration of this sign will render this permit void and require that a new permit be issued, unless the alteration is exempted by LMO Section 16-3-903. Failure to obtain a new permit will result in this sign being subject to the penalty provisions of LMO Section 16-8-109 and the enforcement provisions of LMO Section 16-8-107.



Anne Cyran
Planner

TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
MASTER APPLICATION FORM

12-29-08

ONE TOWN CENTER COURT • HILTON HEAD ISLAND, SC 29928 • 843-341-4681 • FAX 843-842-8908

Please TYPE or PRINT legibly

NAME OF DEVELOPMENT or BUSINESS: Enmark Stations Inc.
STREET ADDRESS: 3 Palmetto Bay Rd. Hilton Head Island SC
ZONING DISTRICT: Commercial Center OVERLAY DISTRICT: Corridor
TAX DISTRICT: _____ MAP: _____ PARCEL (S): R552 015 000 0206 0000

LAND OWNER	APPLICANT	AGENT
NAME: ASA, Inc.	Enmark Stations Inc.	Bonnie Courriere
COMPANY:		Property Manager
MAILING ADDRESS: 25 St. Andrews Place		
CITY, STATE, ZIP: Hilton Head Isla SC 29928		
TELEPHONE, FAX: 843-671-5848	Bus License #: (For DRB, DR & SUB Only)	Bus License #: (For DRB, DR & SUB Only)

* A CHECK-IN CONFERENCE IS REQUIRED FOR THESE ITEMS. SEE LMO 16-3-104 FOR MORE INFORMATION. ATTACH THE NECESSARY SUPPLEMENTAL FORM(S).

[ ]	APPEAL *	[ ]	ZONING MAP AMENDMENT *
[ ]	DEVELOPMENT PLAN REVIEW (DPR) *	[ ]	DESIGN REVIEW BOARD
[ ]	PLANNED UNIT DEVELOPMENT *	[ ]	PUBLIC PROJECT
[ ]	SPECIAL EXCEPTION *	[X]	SIGN PERMIT & Exterior Minor Changes to Bldg/ Canvas
[ ]	SUBDIVISION *	[ ]	TREE APPROVAL
[ ]	VARIANCE *	[ ]	WETLAND ALTERATION
[ ]	ABBREVIATED DPR *	[ ]	EXPEDITED DPR *

TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS APPLICATION AND ALL ADDITIONAL DOCUMENTATION IS TRUE, FACTUAL AND COMPLETE. I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF ANY APPROVALS GRANTED BY THE TOWN OF HILTON HEAD ISLAND. I UNDERSTAND THAT SUCH CONDITIONS SHALL APPLY TO THE SUBJECT PROPERTY ONLY AND ARE A RIGHT OR OBLIGATION TRANSFERABLE BY SALE.

Bonnie S. Courriere — 12/29/08

SIGNATURE Bonnie Courriere Property Manager — DATE

I UNDERSTAND THAT IN THE EVENT OF A STATE OF EMERGENCY, DUE TO A DISASTER, THOSE REVIEW & APPROVAL TIMES SET FORTH IN THE LAND MANAGEMENT ORDINANCE MAY BE SUSPENDED.

SIGNATURE — DATE

FOR OFFICIAL USE ONLY

DATE RECEIVED: 12/22/08 TIME: _____
ACCEPTED BY: ED DH MASTER TRACKING NUMBER: DR080080

EXHIBIT 79 (J)

000909

Town HHI 1298

CO MUNITY DEVELOPMENT DE. RTMENT

DESIGN REVIEW BOARD
SUPPLEMENTAL APPLICATION FORM

THIS FORM MUST BE ACCOMPANIED BY A MASTER APPLICATION FORM.

Please TYPE or PRINT legibly

NAME OF DEVELOPMENT Enmark Stations Inc.

PROJECT CATEGORY:

- ☐ New Development – Conceptual
- ☐ New Development – Final
  Project # from Notice of Action DR _____
- ☐ Alteration/Addition
- ☒ Minor External Chang

I. APPLICATION REQUIREMENTS FOR ALL PROJECTS:

☐ ARCHITECTURAL REVIEW BOARD NOTICE OF ACTION (If applicable): When a project is within the jurisdiction of an Architectural Review Board (ARB), the applicant shall submit such ARB's written notice of action LMO Section 16-3-1004. Submitting an application to the ARB to meet this requirement is the responsibility of the applicant.

☐ FILING FEE (New Development $175, Alterations/Additions $100, Minor External $50)

II. APPLICATION REQUIREMENTS FOR NEW DEVELOPMENT (CONCEPTUAL):

Sec. 16-3-1003. Submission Requirements NA

Applicants shall submit an application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105 along with the following materials before an application shall be considered complete.

A. **Concept Approval -- New Development. (11 copies)**

☐ 1. A survey (1"=30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of Sec. 16-3-405, and if applicable, location of bordering streets, marshes and beaches.

☐ 2. A site analysis study to include specimen trees, access, significant topography, wetlands, buffers, setbacks, views, orientation and other site features that may influence design.

☐ 3. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis results.

☐ 4. Context photographs of neighboring uses and architectural styles.

☐ 5. Conceptual site plan (to scale) showing proposed location of new structures, parking areas and landscaping.

☐ 6. Conceptual sketches of primary exterior elevations showing architectural character of the proposed development, materials, colors, shadow lines and landscaping.

DESIGN REVIEW BC RD SUPPLEMENTAL APPLI TION FORM (continued)

III. APPLICATION REQUIREMENTS FOR NEW DEVELOPMENT (FINAL)

Sec. 16-3-1003. Submission Requirements NA

Applicants shall submit an application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105 along with the following materials before an application shall be considered complete.

B. **Final Approval -- New Development. (11 copies)**

- ☐ 1. A final written narrative describing how the project conforms with the conceptual approval and design review guidelines of Sec. 16-4-503.
- ☐ 2. Final site development plan meeting the requirements of Sec. 16-3-303.F.
- ☐ 3. Final site lighting and landscaping plans meeting the requirements of Sec. 16-3-304 and Sec. 16-3-305.
- ☐ 4. Final floor plans and elevation drawings (1/8"=1'-0" minimum scale) showing exterior building materials and colors with architectural sections and details to adequately describe the project.
- ☐ 5. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.
- ☐ 6. Any additional information requested by the Design Review Board at the time of concept approval, such as scale model or color renderings, that the Board finds necessary in order to act on a final application.

IV. APPLICATION REQUIREMENTS FOR ALTERATIONS/ADDITIONS AND MINOR EXTERNAL CHANGES (11 copies):

- ☒ WRITTEN NARRATIVE describing how project conforms to design guidelines of Section 16-4-503
- ☒ PHOTOGRAPHS AND/OR DRAWINGS OF EXISTING DEVELOPMENT
- ☒ DRAWINGS OF PROPOSED DEVELOPMENT - 11"x 17"
- ☒ MATERIAL/COLOR SAMPLES OF EXISTING AND PROPOSED CHANGES 8 1//2" X 14" *Maximum* STATING MANUFACTURER AND MATERIAL NAME

*NOTE: ALL APPLICATION ITEMS MUST BE SUBMITTED BY THE DEADLINE DATE IN ORDER TO BE REVIEWED BY THE DRB LMO SECTION 16-3-106.

FOR OFFICIAL USE ONLY

DATE RECEIVED:_____ TIME:_____

ACCEPTED BY:_____ MASTER TRACKING NUMBER:_____

Town HHI
1300

December 29, 2008

Town of Hilton Head Island
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928

Re: Enmark Stations, Inc.- 3 Palmetto Bay Road, Hilton Head Island, SC
Minor external changes to building, carwash and freestanding sign

NARRATIVE

Enmark Stations, Inc. proposes to purchase an existing service station located south of the intersection or Palmetto Bay Road and Dunagan's Alley. The existing facility consists of a convenience store and four (4) fueling dispensers, all located under an existing canopy. Also located on the site is a car wash building located behind the fueling canopy, and an existing monument sign east of the existing paved area and adjacent to the right of way of Palmetto Bay Road. (See pictures enclosed)

The extent of the exterior modifications to the facility will be limited to re-painting the convenience store and car wash buildings Sherwin-Williams "Natural Tan" (paint sample enclosed). The monument sign and dumpster enclosure will also be repainted Sherwin-Williams "Natural Tan."

The existing striped canvas awnings over the windows at the front of the convenience store building and over the windows in the side of the car wash building will be replaced with new, solid colored awnings by Sunbrella colored "Tresco Brick" (color sample enclosed- will provide fabric sample at DRB Meeting)

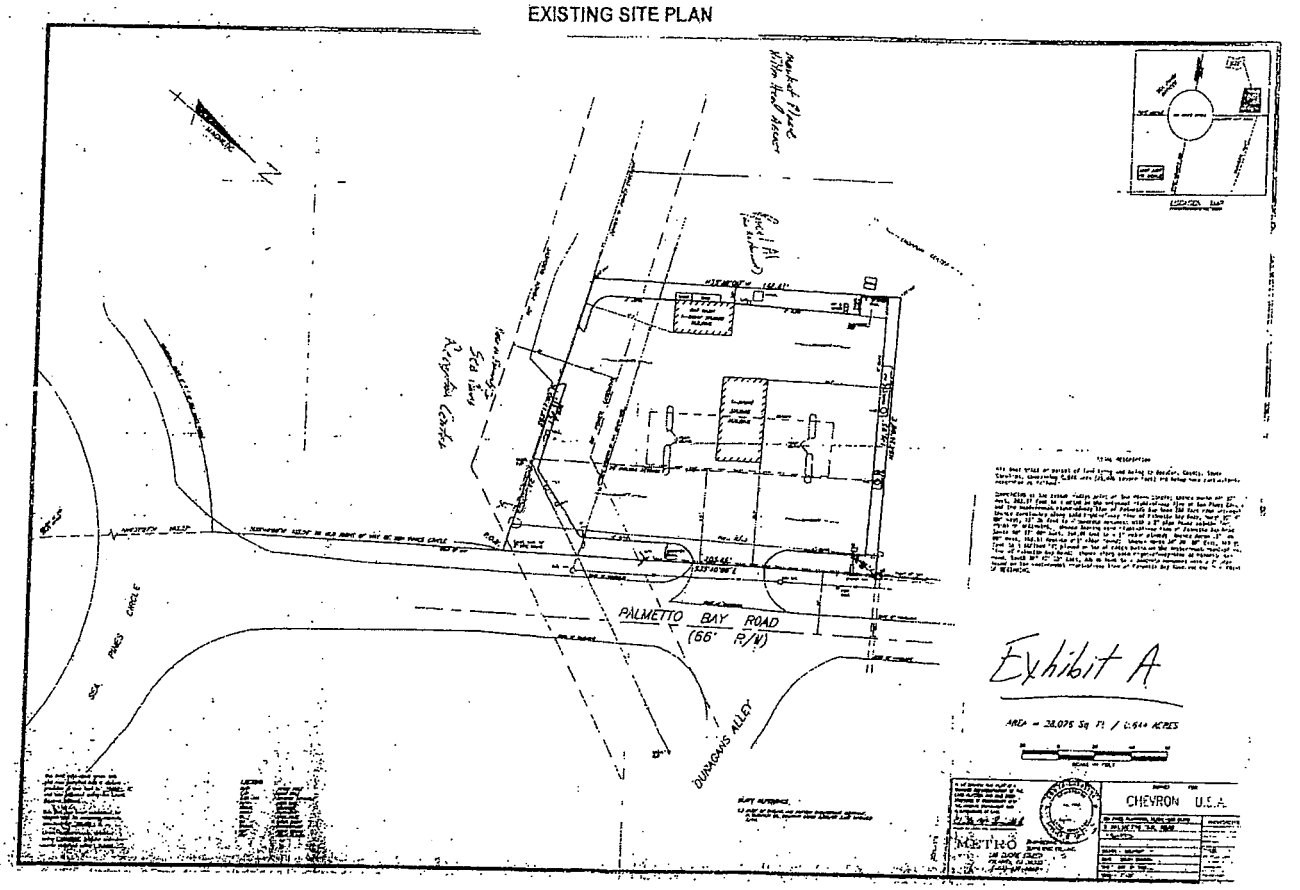
The existing fueling canopy will remain the existing color; however, the canopy columns will be repainted flat black.

The existing fuel dispensers will be replaced with new fuel dispensers.

The existing sign faces on the monument sign will be replaced with new Enmark sign faces that will be the same size as the existing sign faces. The sign faces will be sandblasted wood-type "Sign Foam" (polyurethane). (Please see sign application, together with attachments, also enclosed).

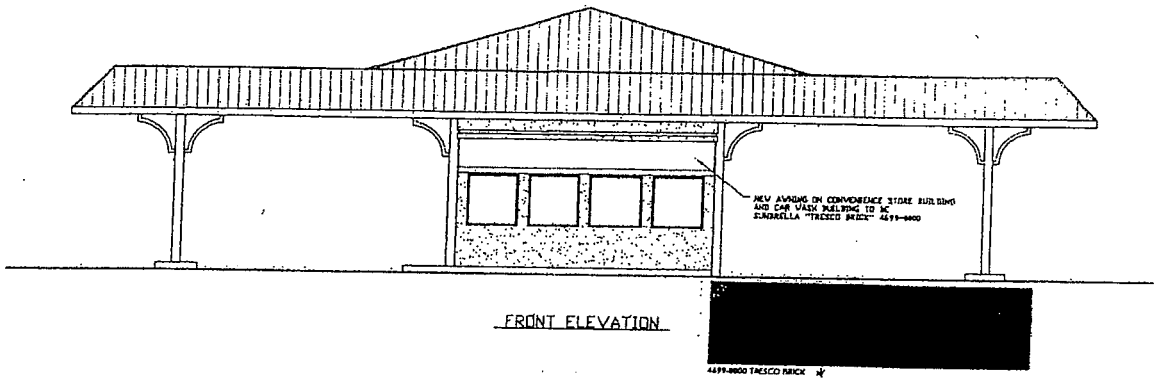
Town HHI
1301

EXISTING SITE PLAN

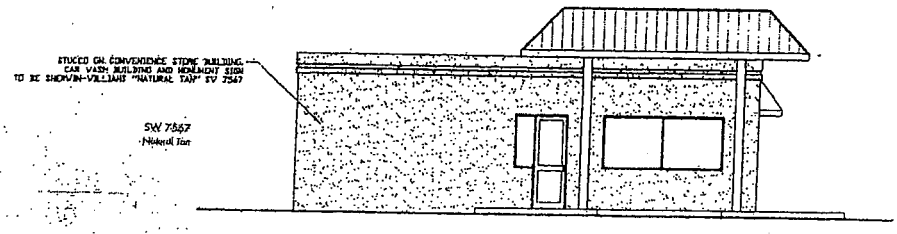


Town HHI
1302

PROPOSED CHANGES
PAINT COLOR/ AWNINGS



FRONT ELEVATION



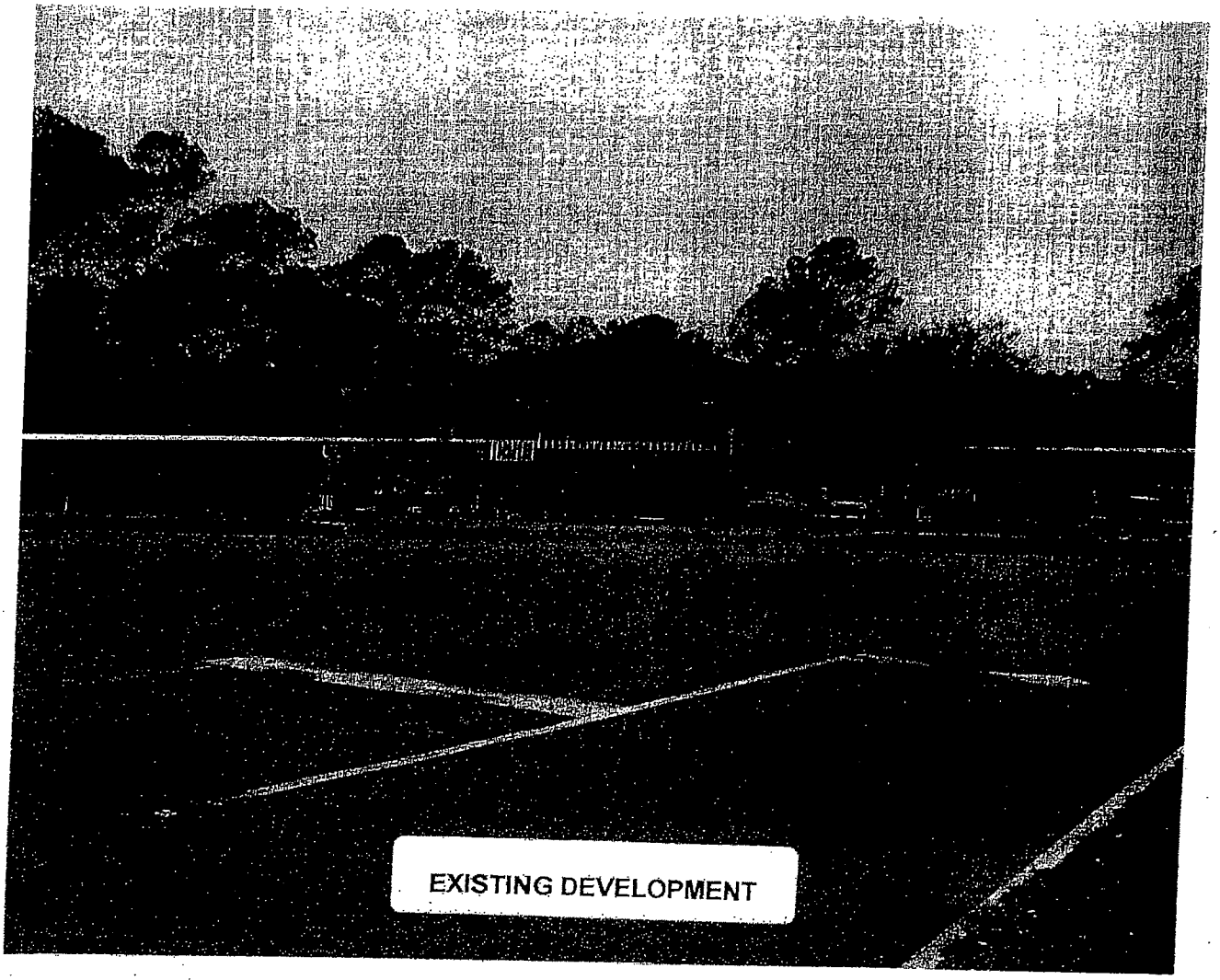
SIDE ELEVATION

DWG # ESC0

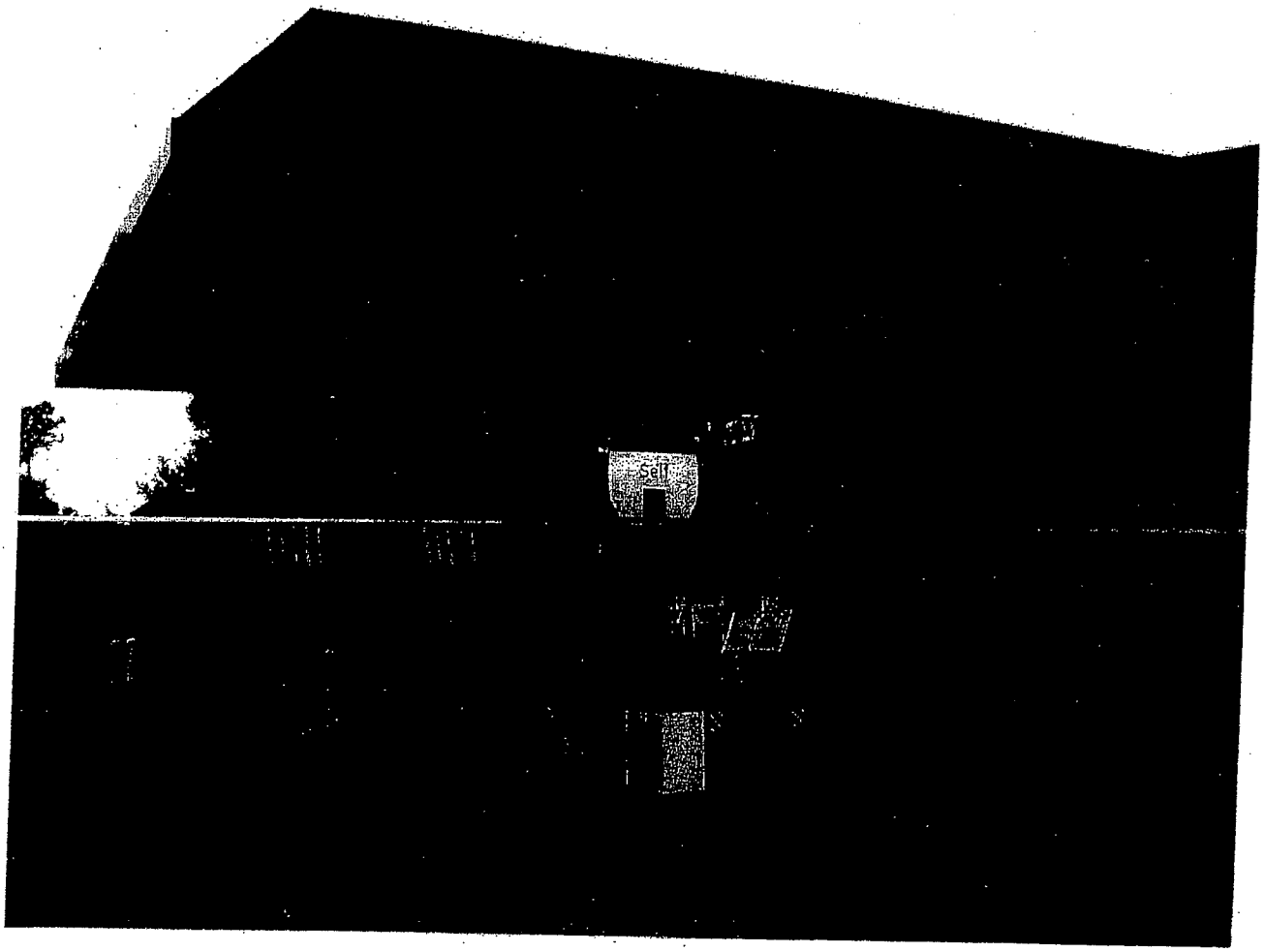
ENMARK STATIONS, INC.
1/8" = 1'-0" 12/17/08

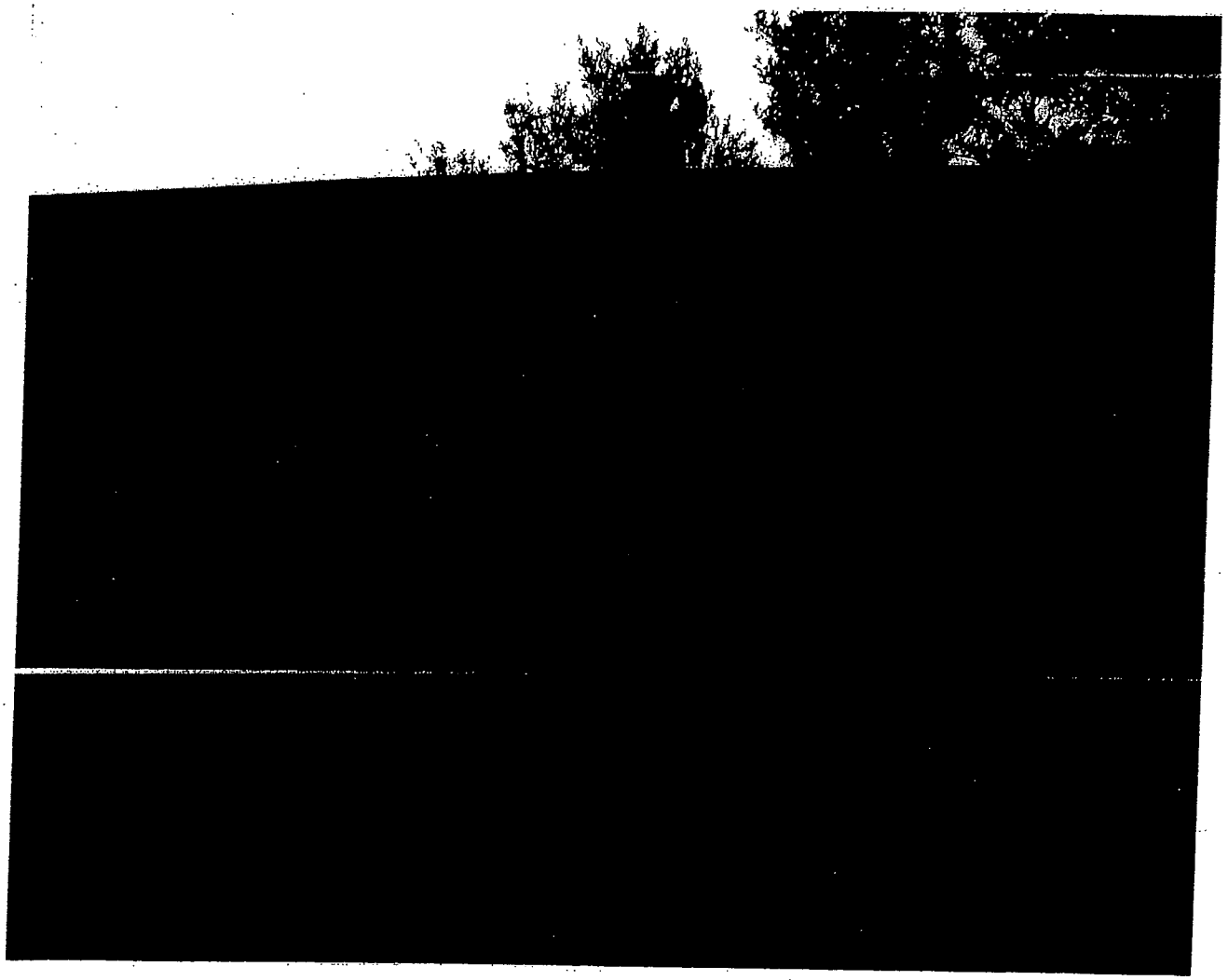
Town HHI
1303

000914



Town HHI
1304


Sell



1-17-

THE TOWN OF HILTON HEAD ISLAND
DESIGN REVIEW BOARD – NOTICE OF ACTION

COPY

PROJECT: Enmark Stations, Inc. **PROJECT #:** DR080080

LOCATED AT: 3 Palmetto Bay Road

CATEGORY: Minor External Change

ACTION DATE: January 13, 2009 **NOTICE DATE:** January 16, 2009

OWNER:
ASA, Inc.
25 St. Andrews Place
Hilton Head Island, SC 29928

APPLICANT:
Enmark Stations, Inc.

AGENT:

ON THE ABOVE MEETING DATE YOUR APPLICATION RECEIVED THE FOLLOWING ACTION:

- ☐ APPROVED FOR REVIEW AS SUBMITTED
- ☒ APPROVED WITH THE SPECIFIC CONDITIONS LISTED BELOW
- ☐ WAIVED REVIEW
- ☐ WITHDRAWN AT THE APPLICANTS REQUEST
- ☐ DISAPPROVED FOR THE REASONS LISTED BELOW

The columns and brackets are to remain the existing brown color.

PURSUANT TO LMO 16.3.116, THIS APPROVAL WILL EXPIRE ONE YEAR FROM THE DATE OF THIS NOTICE UNLESS A COMPLETED DEVELOPMENT PLAN REVIEW APPLICATION (SEE LMO 16.3.303) IS SUBMITTED OR, WHERE DEVELOPMENT PLAN REVIEW IS NOT REQUIRED, THE APPROVED ACTIVITY IS COMPLETED. YOU HAVE THE RIGHT TO APPEAL THIS DECISION TO CIRCUIT COURT IN ACCORDANCE WITH LMO 16.2.407.

NOTICE: APPROVAL BY THE DESIGN REVIEW BOARD MAY NOT CONSTITUTE AUTHORITY TO PROCEED. PLEASE CONTACT THE PLANNING DEPARTMENT AT 341-4681 TO FIND OUT IF OTHER APPROVALS OR PERMITS ARE REQUIRED FROM THE PLANNING, INSPECTIONS OR ENGINEERING DIVISIONS.

BY: _____, URBAN DESIGN ADMINISTRATOR
cc: PIC

Town HHI
1307

DESIGN TEAM/ DRB COMMENT SHEET

The comments below are staff recommendations to the Design Review Board (DRB), and do not constitute DRB approval or denial

PROJECT: Enmark- Palmetto Bay Road DRB#: DR080080

DATE: 1-13-09 RECOMMEND APPROVE [ ] RECOMMEND APPROVE W/COND. [X] RECOMMEND DENY [ ]

ARCHITECTURAL DESIGN: SEE COMMENTS AT END OF REPORT

DESIGN GUIDE/LMO CRITERIA	COMPLIES YES/NO/N/A	COMMENTS OR CONDITIONS
Structure is designed to be appropriate to the neighborhood		
Promotes pedestrian scale and circulation		
Design is unobtrusive and set into the natural environment		
Utilizes natural materials and colors		
Avoids distinctive vernacular styles		
Design is appropriate for its use		
All facades are have equal design characteristics		
Avoids monotonous planes or unrelieved repetition		
Has a strong roof form with enough variety to provide visual interest		
Minimum roof pitch of 6/12		
Overhangs are sufficient for the façade height.		
Forms an details are sufficient to reduce the mass of the structure		
Human scale is achieved by the use of proper proportions and architectural elements		
Utilizes a variety of materials, textures and colors.		
Incorporates wood or wood simulating materials		
Windows are in proportion to the facade		
Details are clean, simple and appropriate while avoiding excessive ornamentation		
Utilities and equipment are concealed from view		
Decorative lighting is limited and low wattage and adds to the visual character		

Accessory elements are design to coordinate with the primary structure		

LANDSCAPE DESIGN

There are several opportunities to improve the landscaping at the street buffer, which the Board might consider making a condition for approval.

DESIGN GUIDE/LMO CRITERIA	COMPLIES YES/NO/NA	COMMENTS OR CONDITIONS
Treats the Landscape as a major element of the project		
Provides Landscaping of a scope and size that is in proportion to the scale of the development		
Landscape is designed so that it may be maintained in its natural shape and size		
Preserves a variety of existing native trees and shrubs		
Provides for a harmonious setting for the site's structures, parking areas or other construction		
Location of existing trees and new trees provides street buffers, mitigation for parking lots, and an architectural complement that visually mitigates between parking lots and building(s)		
Shrubs are selected to complement the natural setting, provide visual interest and screen less desirable elements of the project		
A variety of species is selected for texture and color		
Provides overall order and continuity of the Landscape plan		
Native plants or plants that have historically been prevalent on the Island are utilized		
A variety of sizes is selected to create a "layered" appearance for visual interest and a sense of depth		
The location of existing mature trees is taken into account in placement of shrubs so as not to damage tree roots		
Proper spacing and location for plants to reach		

their mature size and natural shape while avoiding excessive or unnatural pruning		
Proposed groundcovers are evergreen species with low maintenance needs		
Large grassed lawn areas encompassing a major portion of the site are avoided		
The adjacent development is taken into account in determining the most appropriate buffer so as not to depart too dramatically from the neighborhood		
Ornamentals and Annuals are limited to entrances and other focal points		

NATURAL RESOURCES PROTECTION

DESIGN GUIDE/LMO CRITERIA	COMPLIES YES/NO/NA	COMMENTS OR CONDITIONS
An effort has been made to preserve existing trees and under story plants		Since site is non-conforming for the street buffer and little space exists for planting due to a drainage ditch, would suggest applicant plant native grasses and flowering plants.
Supplemental and replacement trees meet LMO requirements for size, species and number		
Wetlands if present are avoided and the required buffers are maintained		
Sand dunes if present are not disturbed		

MISCELLANEOUS COMMENTS/QUESTIONS

This application is to make color changes to an existing convenience store/gas station on Palmetto Bay Road. The stucco facades will be changed from the present terracotta color to a light tan and the canvas awnings to a solid dark red/brown color. These changes are proposed for all structures on the site. In addition the applicant proposes to paint the canopy columns black. The staff thinks this will not be desirable and suggests they remain the existing color or painted to match the new awning color.

3-16-09

OK TO ISSUE
RAS

Town of Hilton Head Island
Community Development Department
1 Town Center Court
Hilton Head Island SC 29928
843-341-4757

Building Permit Application

B 0900720
DPR #
(Commercial- if required)

Office use only: Permit fee:	Plan ck:	Impact:	Total:
			875.00

RAS
410.00

Project Address	Street number: 3	Street Name: Palmetto Bay Road
Lot:	Subdivision:	Place Name: Island Chevron Project /Business Name:
Parcel ID: R552 / 15 / 206 /		Bldg: Unit:

Property Owner	Applicant: Owner ☐ Authorized Agent ☑
Name: Elmark Stations Inc	Name JDR Enterprisss
Address: 2112 Rankin St.	Address 208 E. Montgomery Crossroad
Address: Savannah, GA 31415	Address Savannah GA 31406
Phone: 912 236 1331	Phone: 912 303 0432
Phone: 912 443 6657 FAX	Phone: 912 303 0433 FAX
Contractor	**Primary Contact**
Name: JDR Enterprisss	Name: John Roberts (JDR)
Address: 208 East Montgomery Xroad	Address: 208 East Montgomery Xroad
Address: Savannah GA 31406	Address: Savannah GA 31406
Phone: 912 303 0432	Phone: 912 303 0432
Contractor License/registration #: 6114852	Phone: 912 303 0433 FAX
HHI Business License #: 11342	
Architect	**Engineer**
Name:	Name:
Phone:	Phone:
State License # :	State License #

370.00
11/3
BUS

Project Type: New Structure ☐ Addition ☐ Renovation/Repair ☑ Other ☐

Single Family ☐ Duplex ☐ Detached Garage ☐ Accessory ☐ Modular Structure ☐
Multi Family ☐ Commercial ☑ Affordable Housing ☐

Is this a change on occupancy? Y ☐ N ☑ Number of Units

Application is herby made for a permit to perform work as described in this application along with accompanying drawings if required. The information on this application is complete and accurate and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with Town of Hilton Head Island current adopted codes.

John D. Roberts JR — Print name

Signature of owner/authorized tenant/authorized agent — Date: 3/16/09

Everyone doing business in the Town of Hilton Head Island is required to have a Town business license.

EXHIBIT 79 (K)
000922

Town HHI
1288

Detailed Description of Work

Replace Ceramic Tile
Replace Ceiling Tile in Retail Area
Paint Interior & Exterior
Replace Rotted Siding
Replace Bath Fixtures

Solid waste containment method: Open Top Dumpster
Waste pick-up and disposal schedule: As Needed - At least Weekly
Disposal location (site): Sarasota Regional Landfill
Name of party or company responsible for the removal: Republic Waste Svcs.

New Structure or Addition

Heated Sq. Ft. (new or added)		Total Parcel Area	
Unheated Sq. Ft. (new or added)		Total Impervious	
Number of stories		Fire alarm system	☐ Y ☐ N
Number of bedrooms		Sprinklered	☐ Y ☐ N
Number of bathrooms			
Total residential rooms		Type of heating/air	
Number of elevators		Gas appliances	
Number of fireplaces		Size of LP tank	
Type of exterior materials		Type of sewage	☐ PSD ☐ Septic
Type of roofing materials		Septic tank number	

Other Permit Types

☐Construction trailer	☐Plumbing	**POOL APPLICATIONS:**
☐Electrical Change out <200 Amp ☐Electrical Change out>200 Amp ☐Electrical	☐Irrigation	☐Residential pool/spa Sq Ft: _____ ☐Commercial pool/spa Sq Ft: _____ ☐Natural Grade Elevation: _____ ☐ Elevation of Pool Deck: _____
	☐Moving permit	☐Tent
	☐Demo	☐Air supported structure
☐HVAC replacement ☐HVAC-other	☐Other	☐ Re-roof – Indicate type of materials used:

Value of Construction (includes materials, labor, profit)

Plumbing	$ 1500 –	Total Value of Construction
Electrical	$	$ 39672.00
Heating/Air	$	
Building	$ 39672.00	

Town HHI
1289

Town of
Hilton Head Island
Beaufort County South Carolina

PERMIT

B0900720

Final
4-3-09
WA

552 15-206

ISSUED:	03/20/2009	Est Completion:		Parcel ID:	R5520150000206000	Fee: $410.00	Value: $39,872.00
Address	3 PALMETTO BAY ROAD			Lot		Subdivision: UNKNOWN	Building # Unit#
Permit Type:	Renovation Commercial			Occupancy:	Mercantile	Fl. Zone/Min Finished Floor Elevation	A7(14)

Description: REPLACE CERAMIC TILE, PAINT INTERIOR & EXTERIOR, TREPLACE CEILING TILE IN RETAIL AREA, REPLACE ROTTEN SDING, REPLACE BATH FIXTURES,

Heated Square Ft	0	Unheated Square Ft	0	Total Square Feet	0	Number of Units	0
Number of Stories	0	Type of Exterior		Type of Construction	RCOM	Number of Fireplaces	0
Number of Bedrooms	0	Type Roofing		Type Sewage		Fire Alarm System	
Number of Bathrooms	0	Type of Heating/Air		Septic Tank #		Sprinklered	
Total Residential Rooms	0	Type of Fuel		Number of Elevators	0	Square Feet of Pool	0

Property Owner:	ASA INC	3 PALMETTO BAY RD	HILTON HEAD ISLAND SC		29928 0000	
Contractor:	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Applicant:	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Architect:						
Engineer:						
Business:						

All work must comply with Town of Hilton Head Island adopted codes.

Print Name: JOHN D. ROBERTS JR Signature: _____ Date: 3/20/09

Owner or Authorized Agent of Owner

No actions to recover damages based upon or arising out of the defective or unsafe condition of an improvement to real property may be brought more than eight years after substantial completion of the improvement. An owner has a right to extend this period by entering into a contractual agreement for extended liability under Section 15-3-640 of South Carolina state code. Additions to or renovations of habitable space must be constructed at or above the first legal habitable floor.

Town HHI
1287

Town of
Hilton Head Island
Beaufort County, South Carolina

PERMIT

B0900720

Final
4-3-09
WA

552 15-206

ISSUED:	03/20/2009	Est Completion:		Parcel ID:	R552015000020600000	Fee: $410.00	Value: $39,672.00
Address	3 PALMETTO BAY ROAD		Lot		Subdivision: UNKNOWN	Building #	Unit#
Permit Type:	Renovation Commercial		Occupancy:	Mercantile		Fl. Zone/Min Finished Floor Elevation	A7(14)

Description: REPLACE CERAMIC TILE, PAINT INTERIOR & EXTERIOR, TREPLACE CEILING TILE IN RETAIL AREA, REPLACE ROTTEN SIDING, REPLACE BATH FIXTURES,

Heated Square Ft	0	Unheated Square Ft	0	Total Square Feet	0	Number of Units	0
Number of Stories	0	Type of Exterior		Type of Construction	RCOM	Number of Fireplaces	0
Number of Bedrooms	0	Type Roofing		Type Sewage		Fire Alarm System	
Number of Bathrooms	0	Type of Heating/Air		Septic Tank #		Sprinklered	
Total Residential Rooms	0	Type of Fuel		Number of Elevators	0	Square Feet of Pool	0

Property Owner:	ASA INC	3 PALMETTO BAY RD	HILTON HEAD ISLAND SC		29928 0000	
Contractor:	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Applicant:	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Architect:						
Engineer:						
Business:						

All work must comply with Town of Hilton Head Island adopted codes.

Print Name: John D. Roberts IV Signature: [signature] Date: 3/20/09

Owner or Authorized Agent of Owner

No actions to recover damages based upon or arising out of the defective or unsafe condition of an improvement to real property may be brought more than eight years after substantial completion of the improvement. An owner has a right to extend this period by entering into a contractual agreement for extended liability under Section 15-3-640 of South Carolina state code. Additions to or renovations of habitable space must be constructed at or above the first legal habitable floor.

3-20-09

Town of Hilton Head Island
Community Development Department
1 Town Center Court
Hilton Head Island SC 29928
843-341-4757

Building Permit Application

B 0900725
DPR #
(Commercial- if required)

Office use only: Permit fee:	Plan ck:	Impact:	Total:

Project Address	Street number:	Street Name:
	3	Palmetto Bay Rd.
Lot:	Subdivision:	Place Name:
	N/A.	Project /Business Name: Emack.
Parcel ID: R		Bldg: Unit:

Property Owner	Applicant: Owner ☐ Authorized Agent ☐
Name: Emack.	Name
Address: P.O Box 728	Address
Address: SAV, Ga.	Address // Same.
Phone: 912-236-1331	Phone:
Phone:	Phone:
Contractor	**Primary Contact**
Name: J.M. Wilson Electric, Inc.	Name: Mike Wilson
Address: 5119 Augusta Road	Address: 5119 Augusta Rd
Address: Garden City, GA 31408	Address: Garden City, GA 31408
Phone: 912-966-1280	Phone: 912-966-1280
Contractor License/registration #:	Phone:
HHI Business License #:	
Architect	**Engineer**
Name:	Name:
Phone:	Phone:
State License # :	State License #

Project Type: New Structure ☐ Addition ☐ Renovation/Repair ☐ Other ☐

Single Family ☐ Duplex ☐ Detached Garage ☐ Accessory ☐ Modular Structure ☐
~~Multi Family~~ ☒ Commercial ☒ Affordable Housing ☐

Is this a change on occupancy? Y ☐ N ☐ Number of Units

Application is herby made for a permit to perform work as described in this application along with accompanying drawings if required. The information on this application is complete and accurate and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with Town of Hilton Head Island current adopted codes.

Michael Wilson — Print name

Signature of owner/authorized tenant/authorized agent — Date: 3-20-09

Everyone doing business in the Town of Hilton Head Island is required to have a Town business license.

2

EXHIBIT 79 (L)

Town HHI
1293

000926

Detailed Description of Work

Installing new pole lights and lights inside store, changing out panel in car wash, installing a couple of extra circuits in side store.

Solid waste containment method: _____

Waste pick-up and disposal schedule: _____

Disposal location (site): _____

Name of party or company responsible for the removal: _____

Location of dumpster is required for Commercial and Multi-family permits– please provide a drawing. If you have any questions, please call 341-4681 or 341-4757.

New Structure or Addition

Heated Sq. Ft. (new or added)		Total Parcel Area	
Unheated Sq. Ft. (new or added)		Total Impervious	
Number of stories		Fire alarm system	☐ Y ☐ N
Number of bedrooms		Sprinklered	☐ Y ☐ N
Number of bathrooms			
Total residential rooms		Type of heating/air	
Number of elevators		Gas appliances	
Number of fireplaces		Size of LP tank	
Type of exterior materials		Type of sewage	☐ PSD ☐ Septic
Type of roofing materials		Septic tank number	

Other Permit Types

☐Construction trailer	☐Plumbing	**POOL APPLICATIONS:**
☐Electrical Change out <200 Amp ☐Electrical Change out>200 Amp ☐Electrical	☐Irrigation	☐Residential pool/spa Sq Ft: _____ ☐Commercial pool/spa Sq Ft: _____ ☐Natural Grade Elevation: _____ ☐ Elevation of Pool Deck: _____
	☐Moving permit	☐Tent
	☐Demo	☐Air supported structure
☐HVAC replacement ☐HVAC-other	☐Other	☐ Re-roof – Indicate type of materials used:

Value of Construction (includes materials, labor, profit)

Plumbing	$
Electrical	$
Heating/Air	$
Building	$

Total Value of Construction

$ 16,000

Town of
Hilton Head Island
Beaufort County South Carolina

PERMIT

B0900725

Final
5-28-
HH

552 15-206

ISSUED:	03/20/2009	Est Completion:		Parcel ID:	R5201500002060000	Fee: $35.00	Value: $10,000.00
Address	3 PALMETTO BAY ROAD			Lot		Subdivision: PALMETTO BAY	Building # Unit#
Permit Type:	Electrical >200 Amps			Occupancy:	Business	Fl. Zone/Min Finished Floor Elevation	A7(14)

Description: REPLACE CERAMIC TILE, CEILING TILE IN RETAIL AREA, PAINT INTERIOR AND EXTERIOR, REPLACE ROTTEN SIDING, REPLACE BATH FIXTURES.

Heated Square Ft	0	Unheated Square Ft	0	Total Square Feet	0	Number of Units	0
Number of Stories	0	Type of Exterior		Type of Construction	E>200	Number of Fireplaces	0
Number of Bedrooms	0	Type Roofing		Type Sewage		Fire Alarm System	
Number of Bathrooms	0	Type of Heating/Air		Septic Tank #		Sprinklered	
Total Residential Rooms	0	Type of Fuel		Number of Elevators	0	Square Feet of Pool	0

Property Owner:	ASA INC	3 PALMETTO BAY RD	HILTON HEAD ISLAND SC		29928 0000	
Contractor:	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Applicant	JDR ENTERPRISES	JOHN DEERING ROBERTS	208 EAST MONTGOMERY CROSSROAD	SAVANNAH GA	31406	912-927-4861
Architect						
Engineer						
Business						

All work must comply with Town of Hilton Head Island adopted codes.

Print Name: Michael Wilson Signature: Michael Wilson Date: 3-20-09

Owner or Authorized Agent of Owner

No actions to recover damages based upon or arising out of the defective or unsafe condition of an improvement to real property may be brought more than eight years after substantial completion of the improvement. An owner has a right to extend this period by entering into a contractual agreement for extended liability under Section 15-3-640 of South Carolina state code. Additions to or renovations of habitable space must be constructed at or above the first legal habitable floor.

Town HHI
1292

CERTIFICATE OF OCCUPANCY

BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot _____,

#3 Palmetto Bay Rd Street, Dist. 550, Map 15, Parcel 206,

has been constructed X, Altered _____, Moved _____ in accordance with the Standard Building Code and/or the Zoning Ordinance for Beaufort County including any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and structurally and mechanically safe for human occupancy.

OWNER Chevron USA Inc.

CONTRACTOR Great South Coast

OCCUPANCY "Business"

TO BE USED AS Service Station

DATE June 1, 1984

BUILDING PERMIT # 11003

FILES

000929

78

2

BEAUFORT COUNTY DEPARTMENT OF INSPECTIONS

BIBAUT RD., P.O. BOX 1228, BEAUFORT, SOUTH CAROLINA 29902
HWY. 278, HILTON HEAD ISLAND, SOUTH CAROLINA 29928

BEAUFORT
524-4444
Ext. 259

HILTON HEAD
785-7704

BUILDING PERMIT # 11003

MUST BE COMPLETED BEFORE ELECTRICAL OR POOL PERMITS WILL BE ISSUED-------NO EXCEPTIONS

ELECTRICIAN'S NAME: Cook Elect Co.

LICENSE # M144

OWNER'S NAME: Chevron U.S.A.

OWNER'S ADDRESS Palmetto Bay Rd.

SIZE OF ELECTRICAL SERVICE IN AMPHERES: 225A - 3 Phase

LOCATION OF WORK TO BE PERFORMED: Same

NATURE OF WORK: Gas Station

COST OF JOB: $ 12,000.00

I, the undersigned will perform the electrical work as described above and have a valid Beaufort County Electrical License.

John C Cook
ELECTRICIAN'S NAME

3-8-84
DATE

000930

MICROF

11003

3

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

OMB 3067-0077
Expires July 1984

ELEVATION CERTIFICATE

This form is to be used for: 1) New/Emergency Program construction in Special Flood Hazard Areas; 2) Pre-FIRM construction after September 30, 1982; 3) Post-FIRM construction; and, 4) Other buildings rated as Post-FIRM rates.

BUILDING OWNER'S NAME: Chevron U.S.A. ADDRESS:

PROPERTY LOCATION (Lot and Block numbers and address if available)

0.64 ac , Palmetto Bay Road,Hilton Head Is.,Beaufort Co., S.C.

I certify that the information on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. code, Section 1001.

SECTION I ELIGIBILITY CERTIFICATION (Completed by Local Community Permit Official or a Registered Professional Engineer, Architect, or Surveyor)

COMMUNITY NO	PANEL NO	SUFFIX	DATE OF FIRM	FIRM ZONE	DATE OF CONSTR	BASE FLOOD ELEV. (In AO Zone, use depth)	BUILDING IS
450025	8		9-30-77	A-15		12.0	☐ New/Emergency ☐ Pre-FIRM Reg ☐ Post-FIRM Reg

YES ☐ NO ☐ It is intended that the building described above *will be* constructed in compliance with the community's flood plain ordinance. The certifier may rely on community records. The lowest floor (including basement) will be at an elevation of _____ ft, NGVD. Failure to construct the building at this elevation may place the building in violation of the community's flood plain management ordinance.

YES ☐ NO ☐ The building described above has been constructed in compliance with the community's flood plain management ordinance based on elevation data and visual inspection or other reasonable means.

If NO is checked, attach copy of variance issued by the community.

YES ☐ NO ☐ The mobile home located at the address described above has been tied down (anchored) in compliance with the community's flood plain management ordinance, or in compliance with the NFIP Specifications.

MOBILE HOME MAKE	MODEL	YR. OF MANUFACTURE	SERIAL NO.	DIMENSIONS X

(Community Permit Official or Registered Professional Engineer, Architect, or Surveyor)

NAME ADDRESS

TITLE CITY STATE ZIP

SIGNATURE DATE PHONE

SECTION II ELEVATION CERTIFICATION (Certified by a Local Community Permit Official or a Registered Professional Engineer, Architect, or Surveyor.)

FIRM ZONE A1-A30: I certify that the building at the property location described above has *the lowest floor* (including basement) at an elevation of 12.0 feet, NGVD (mean sea level) and the average grade at the building site is at an elevation of 10.0 feet, NGVD.

FIRM ZONES V, V1-V30: I certify that the building at the property location described above has *the bottom of the lowest floor beam* at an elevation of _____ feet, NGVD (mean sea level), and the average grade at the building site is at an elevation of _____ feet, NGVD.

FIRM ZONES A, A99, AO, AH, and EMERGENCY PROGRAM: I certify that the building at the property location described above has the lowest floor elevation of _____ feet, NGVD. The elevation of the highest adjacent grade next to the building is _____ feet, NGVD.

SECTION III FLOODPROOFING CERTIFICATION (Certification by a Registered Professional Engineer or Architect)

I certify to the best of my knowledge, information, and belief, that the building is designed so that the building is watertight, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy that would be caused by the flood depths, pressures velocities, impact and uplift forces associated with the base flood.

YES ☐ NO ☐ In the event of flooding, will this degree of floodproofing be achieved with human intervention?
(Human intervention means that water will enter the building when floods up to the base flood level occur unless measures are taken prior to the flood to prevent entry of water (e.g. installing metal shields over doors and windows).

YES ☐ NO ☐ Will the building be occupied as a residence?

If the answer to both questions is *YES*, the floodproofing cannot be credited for rating purposes and the actual lowest floor must be completed and certified instead. Complete both the elevation and floodproofing certificates.

FIRM ZONES A, A1-A30, V1-V30, AO and AH: Certified Floodproofed Elevation is _____ feet (NGVD).

THIS CERTIFICATION IS FOR ☒ SECTION II ☐ BOTH SECTIONS II AND III (Check One)

CERTIFIER'S NAME: Antoine Vinel COMPANY NAME: Surveying Consultants of Hilton Head,Inc.

TITLE: Reg.Land Surveyor ADDRESS: 270 Bow Circle ZIP: 29928

SIGNATURE DATE: 3-7-84 CITY: Hilton Head Island,S.C. STATE PHONE: (803)842-3304

LICENSE NO: 9064 (Affix Seal)

SOUTH CAROLINA REGISTERED LAND SURVEYOR ANTOINE VINEL 9064

The insurance agent should attach the original copy of the completed form to the flood insurance policy application, the second copy should be supplied to the policyholder and the third copy retained by the agent

INSURANCE AGENTS MAY ORDER THIS FORM

583-117

FEMA Form 81-31, APR 82 REPLACES FEMA FORMS 81-9(T) AND 81-10(T), FEB 80, WHICH ARE OBSOLETE.

000931

Beaufort County
1462

MICROF
MAR
by Roll

New/Emergency Program Construction:

For the purposes of determining insurance rates, buildings for which the start of construction or substantial improvement commenced after September 30, 1982, are New/Emergency buildings.

Pre-FIRM Construction:

For the purposes of determining insurance rates, buildings for which the *start of construction or substantial improvement* was on or before December 31, 1974 or the effective date of the initial Flood Insurance Rate Map (date printed on community FIRM), whichever is later. *Special Note:* If an approved building permit is dated prior to December 31, 1974, construction must have commenced not later than 180 days after the date of the approved building permit. *"Existing Construction" and "Pre-FIRM Construction" have identical meanings for the purposes of the National Flood Insurance Program.*

Post-FIRM Construction:

For insurance rating purposes buildings for which the *start of construction or substantial improvement* commenced after December 31, 1974 or the effective date of the initial Flood Insurance Rate Map (date printed on community FIRM), whichever is later. *"New Construction" and "Post-FIRM Construction" have identical meanings for the purposes of the National Flood Insurance Program.*

Substantial Improvement:

Any repair, reconstruction, or improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building either (a) before the improvement or repair is started, or (b) if the building has been damaged, and is being restored the market value before the damage occurred. *For Flood Insurance Program purposes* substantial improvement is started when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. However, the term does not include either any project for health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a building listed on the National Register of Historic Places or a State Inventory of Historic Places.

Lowest Floor – The lowest floor is the lowest floor (including basement) of the enclosed area. The following modifications of the lowest floor definition are permitted in order to meet community permit practices:

(1) In Zones A, AO, AH, A1-A30, B, C, D, and Emergency Program areas which are not oceanside building sites, the following exceptions apply:

(a) The floor of an unfinished enclosed area at ground level or above, which is a crawl space, or space within the foundation walls, usable as areas for building maintenance, access, parking vehicles, or storing of articles and maintenance equipment (not attached to the building) used in connection with the premises is not considered the building's lowest floor if the walls of the unfinished enclosed areas are constructed with openings (such as with parallel shear walls, open lattice walls, discontinuous foundation walls, and combinations thereof) to facilitate the unimpeded movement of flood waters or the walls are breakaway walls.

(b) The floor of an attached unfinished garage used for parking vehicles and storing articles and maintenance equipment used in connection with the premises and not attached to the building is not considered the building's lowest floor if the walls of the unfinished enclosed areas are constructed with openings (such as with parallel shear walls, open lattice walls, discontinuous foundation walls, or combinations thereof) to facilitate the unimpeded movement of flood waters or the walls are breakaway walls.

The unimpeded movement of flood waters is imperative to equalize the hydrostatic pressure inside and outside of the walls of the building *and/or* garage.

(2) In Zones V and V1-V30, and Emergency Program areas which are oceanside building lots, the following exceptions apply:

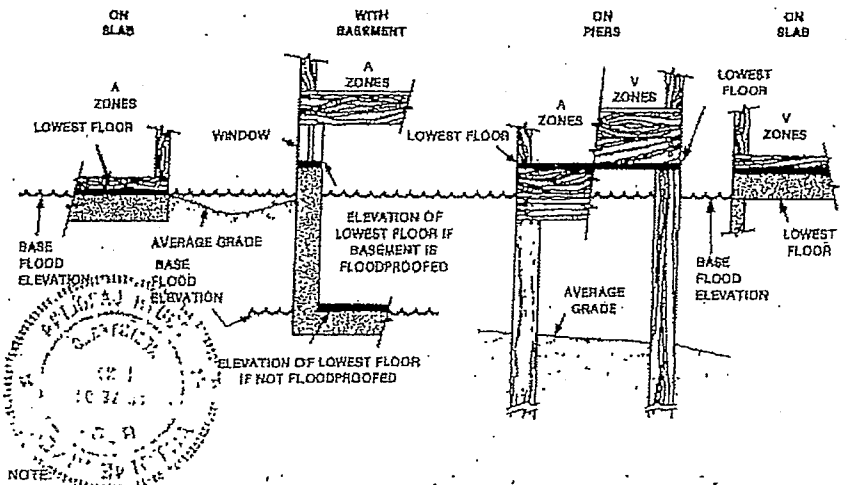
(a) For flood plain management purposes, the floor of an unfinished enclosed area is not considered the building's lowest floor if the area's walls are constructed as breakaway walls. However, for insurance rating purposes:

(i) The floor of an unfinished enclosed area less than 300 square feet is not considered the building's lowest floor if the walls are breakaway walls.

(ii) The floor of an unfinished enclosed area equal to or greater than 300 square feet is considered the building's lowest floor even if the walls are breakaway walls.

(b) The floor of an unfinished enclosed area with walls made of insect screening or open wood constructed breakaway lattice work (regardless of the size of the area enclosed) is not considered the building's lowest floor.

Lowest Floor Elevation – The lowest floor elevation is the elevation of the bottom of the floor beam of the lowest floor in Zones V, V1-V30. In all other zones, the lowest floor elevation is the elevation of the top of the lowest floor.



NOTE:

A Zones – A, AO, AH, A1-A30, AE9, Emergency Program other than Oceanside Building Sites

V Zones – V, V1-V30, Emergency Program Oceanside Building Sites (beach areas subject to wave action during severe storms)

Base Flood Elevation – Flood plain management requirements including the Base Flood Elevation are shown on the FIRM for Zones AH, A1-A30, V1-V30. For FIRM Zone A, V, and Emergency Program Special Flood Hazard Areas the community permit official or the builder, has estimated this elevation by the reasonable interpretation of available data. Enter that estimated elevation in the space provided in Section I of the Elevation Certification for Base Flood Elevation. If this community permit official or the builder has not selected an estimated Base Flood Elevation, enter N.A.

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

6

Inspection Report Permit No. 11003 Date Requested _____

Owners Name _____ Date Needed 4-26-84

General Contractor _____ Sub-Contractor _____

Location 550-75-206

Building		Electrical		Plumbing		Mechanical	
Footings	___	(Rough-in)	___	Rough-in	___	(Rough-in)	___
Slab	___	Final	___	(Stackout)	___	Final	___
(Framing)	___	P. S.	___	Final	___	Gas	___
Chimney	___	T. S.	___			******* Misc. *******	
Final	___	M. H.	___	Safety			___
C. O.	___			Sign			___

Violation:

FRAME:

1) Bath exhaust must vent to outside.
2) Replace insulation on flex duct.
3) Pull on wire on exterior of bldg.

ELECTRICAL:

PLUMBING:

MECHANICAL:

_____ OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector _____

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000933

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

550-15-706

Inspection Report Permit No. 11803 Date Requested _____

Owner's Name CHEVRON Date Needed 3-26-84

General Contractor Coreast South Sub-Contractor _____

Location Palmetto Bay Rd

Building		Electrical		Plumbing		Mechanical	
Footings	___	Rough-in	___	Rough-in	___	Rough-in	___
Slab	✓	Final	___	Stackout	___	Final	___
Framing	___	P. S.	___	Final	___	Gas	___
Chimney	___	T. S.	___	******* Misc. *******			
Final	___	M. H.	___	Safety			___
C. O.	___			Sign			___

Violation:

FRAME: (1) SUBMIT TERMITE BOND.

ELECTRICAL: OK TO POUR

PLUMBING: Rec. BDG.

MECHANICAL:

CLEAR VARR OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 36

Beaufort 524-4444 Ext. 343 Hilton Head 785-2197

000934

Beaufort County
1465

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report Permit No. 1003 Date Requested

Owners Name Date Needed 3-15-84

General Contractor Sub-Contractor

Location 550 15 206

Building		Electrical		Plumbing		Mechanical	
Footings		Rough-in		Rough-in		Rough-in	
Slab		Final		Stackout		Final	
Framing		P. S.		Final		Gas	
Chimney		T. S.				******* Misc. *******	
Final		M. H.		Safety			
C. O.				Sign			

Violation:

FRAME: Slab ok To pour

ELECTRICAL:

PLUMBING:

MECHANICAL:

Larry Fields OFFICIAL

$6.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000935

Beaufort County
1466

MICROFILMED

DEPARTMENT OF INSPECTIONS

550-15-206

8

Inspection Report Permit No. 11003 Date Requested _____

Owners Name CHEVRON Date Needed 3-14-84

General Contractor GREAT SOUTH Sub-Contractor _____

Location PALMETTO BAY RD

Building		Electrical		Plumbing		Mechanical	
Footings	____	Rough-in	____	Rough-in	____	Rough-in	____
Slab	N/A	Final	____	Stackout	____	Final	____
Framing	____	P. S.	____	Final	____	Gas	____
Chimney	____	T. S.	____			******* Misc. *******	
Final	____	M. H.	____	Safety			____
C. O.	____			Sign			____

Violation:

FRAME:

CONDUIT - OK

R.P. - APPROVED.

ELECTRICAL:

PLUMBING:

MECHANICAL:

GENE DARBY OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 36

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000936

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

9

Inspection Report Permit No. 11003 Date Requested _____

Owners Name _____ Date Needed 3-2-84

General Contractor _____ Sub-Contractor _____

Location 550-15-206

Building		Electrical		Plumbing		Mechanical	
Footings	___	Rough-in	___	Rough-in	___	Rough-in	___
___	___	Final	___	Stackout	___	Final	___
Framing	___	P. S.	___	Final	___	Gas	___
Chimney	___	T. S.	___			******* Misc. *******	
Final	___	M. H.	___	Safety			___
C. O.	___			Sign			___

Violation:

FRAME:

OK to Pour

ELECTRICAL:

PLUMBING:

MECHANICAL:

_____ OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector _____

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

000937

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

550-15-206

Inspection Report Permit No. 11003 Date Requested _____

Owners Name CHEVRON Date Needed 2-24-84

General Contractor GREAT SOUTH Sub-Contractor _____

Location PALMETTO BAY RD

Building		Electrical		Plumbing		Mechanical	
Footings	✓	Rough-in	____	Rough-in	____	Rough-in	____
Slab	____	Final	____	Stackout	____	Final	____
Framing	____	P. S.	____	Final	____	Gas	____
Chimney	____	T. S.	____	******* Misc. *******			
Final	____	M. H.	____	Safety			____
C. O.	____			Sign			____

Violation:

FRAME: ① SUBMIT ELECTRICIANS CERTIFICATE BEFORE NEXT INSP.
② SUBMIT FLOOD CERTIFICATE BEFORE ANY VERTICAL FRAMING IS STARTED OR BEFORE SLAB IS POURED

ELECTRICAL:

OK TO

PLUMBING:

POUR

MECHANICAL:

GENE DARBY OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 36

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000938

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report Permit No. 11003 Date Requested _____

Owners Name _____ Date Needed 2-20-84

General Contractor _____ Sub-Contractor _____

Location 550-15--206

Building		Electrical		Plumbing		Mechanical	
Footings	___	Rough-in	___	Rough-in	___	Rough-in	___
Slab	___	Final	___	Stackout	___	Final	___
Framing	___	P. S.	___	Final	___	Gas	___
Chimney	___	T.S.	___			******* Misc. *******	
Final	___	M. H.	___	Safety			___
C. O.	___			Sign			___

Violation:

FRAME:

ELECTRICAL:

PLUMBING:

MECHANICAL:

_____ OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector _____

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000939

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

12

Inspection Report Permit No. [illegible] Date Requested 5-31-96

Owners Name [illegible] Date Needed [illegible]

General Contractor [illegible] / Sub-Contractor _____

Location [illegible]

Building		Electrical		Plumbing		Mechanical	
Footings	___	Rough-In	___	Rough-In	___	Rough-In	___
Slab	___	Final	___	Stackout	___	Final	___
Framing	___	P. S.	✓	Final	___	Gas	___
Chimney	___	T. S.	___			******* Misc. *******	
Final	___	M. H.	___	Safety			___
C.O.	___			Sign			___

Violation:

FRAME: RK

LAWN DEFICIENCY AREA NEEDS SODDED

SOIL OFF [illegible]

ELECTRICAL:

CO APPROVED UPON COMPLETION

OF ITEMS MENTIONED ABOVE

PLUMBING:

MECHANICAL:

[illegible] OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector [illegible]

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000940

BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

13

556-15-200

Inspection Report Permit No. [illegible] Date Requested _____

Owners Name Hampton Lake Inc. Date Needed 5-17-84

General Contractor Bland Hamilton Sub-Contractor _____

Location _____

Building		Electrical		Plumbing		Mechanical	
Footings	____	Rough-in	____	Rough-in	____	Rough-in	____
Slab	____	Final	____	Stackout	____	Final	____
Framing	____	P. S.	✓	Final	____	Gas	____
Chimney	____	T. S.	____			******* Misc. *******	
Final	____	M. H.	____	Safety			____
C. O.	____			Sign			____

Violation:

FRAME:

C/O for 15th

ELECTRICAL:

PLUMBING:

MECHANICAL:

_____ OFFICIAL

$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector _____

Beaufort 524-4444 Ext. 343

Hilton Head 785-2197

000941

Beaufort County
1472

14

PERMIT FOR CONSTRUCTION IN BEAUFORT COUNTY, SOUTH CAROLINA
Department Of Inspections

Permit Fee: 991.50 Permit Number 11803

DO NOT WRITE IN THIS SPACE — FOR OFFICE USE

District	Tax Map Sheet	Parcel	Block	Receipt Number	Date Issued
550	15	206			

IMPORTANT — Complete all items. Mark boxes where applicable.

I. LOCATION OF BUILDING: Lot _____ Block _____ Subdivision _____
N S E W side of PALMETTO BAY RD. & POPE AVE,
between _____ and _____

II. TYPE AND COST OF BUILDING — All applicants complete Parts A — D

A. TYPE OF IMPROVEMENT
1 ☒ New building
2 ☐ Addition (If residential, enter number of new housing units added, if any, in Part D, 13)
3 ☐ Alteration (See 2 above)
4 ☐ Repair, replacement
5 ☐ Wrecking (If multifamily residential, enter number of units in building in Part D, 13)
6 ☐ Moving (relocation)
7 ☐ Foundation only

B. OWNERSHIP
8 ☒ Private (individual, corporation, non-profit institution, etc.)
9 ☐ Public (Federal, State, or local government)

D. PROPOSED USE — For "Wrecking" and/or removal use

Residential
12 ☐ One family
13 ☐ Two or more family — Enter number of units → _____
14 ☐ Transient hotel, motel, or dormitory — Enter number of units → _____
15 ☐ Garage
16 ☐ Carport
17 ☐ Other — Specify _____

Nonresidential
18 ☐ Amusement, recreational
19 ☐ Church, other religious
20 ☐ Industrial
21 ☐ Parking garage
22 ☒ Service station, repair garage
23 ☐ Hospital, institutional
24 ☐ Office, bank, professional
25 ☐ Public utility
26 ☐ School, library, other educational
27 ☐ Store, mercantile
28 ☐ Tanks, towers
29 ☐ Other — Specify _____
30 ☐ No. Fireplaces _____

C. COST

	(Omit cents)
10. Cost of improvement	$
a. Electrical	
b. Plumbing	
c. Heating, air conditioning	
d. Other (elevator, etc.)	
11. TOTAL COST OF IMPROVEMENT	$216,000

Interior Walls: Drywall (✓) Paneling ( ) Other ( )
Flooring: Carpet ( ) Vinyl ( ) Tile (✓) Other ( )
Flood Zone A15
Elevation Required 12' MSL

III. SELECTED CHARACTERISTICS OF BUILDING — For new buildings and additions, complete Parts E — I; for wrecking, complete only Part J, for all others skip to IV.

E. PRINCIPAL TYPE OF FRAME
30 ☒ Masonry (wall bearing)
31 ☐ Wood frame
32 ☐ Structural steel
33 ☐ Reinforced concrete
34 ☐ Other — Specify _____

G. TYPE OF SEWAGE DISPOSAL
40 ☒ City Sewer
41 ☐ Septic Tank

I. DIMENSIONS
45 Number of stories: 1
47 Total square feet of floor area, all floors, based on exterior dimensions: 1008
48 Total land area, sq. ft.:

J. NUMBER OF OFF-STREET PARKING SPACES
49 Enclosed:
50 Outdoors:

F. PRINCIPAL TYPE OF HEATING FUEL
35 ☐ Gas
36 ☐ Oil
37 ☒ Electricity
38 ☐ Coal
39 ☐ Other — Specify _____

H. TYPE OF MECHANICAL
Will there be central air conditioning?
42 ☒ Yes 43 ☐ No
Will there be an elevator?
44 ☐ Yes 45 ☐ No

K. RESIDENTIAL BUILDINGS ONLY
51 Number of bedrooms:
52 Number of bathrooms: Full _____ Partial _____

IV. IDENTIFICATION — To be completed by all applicants.

	Name	Mailing Address — Number, street, city, and State	ZIP Code	Tel. No.
1. Owner	CHEVRON USA INC.	PO BOX 1706 ATLANTA GA.	30301	(404) 658-1200
2. Contractor	GREAT SOUTH CONST.	PO BOX 26141 BIRMINGHAM ALA.	35209	(205) 942-9253
3. Architect	WAYNE DEAL & ASSOC.	SUITE 11-A 7805 WATERS AVE. SAVANNAH GA.	31419	912 354-0881

"It is understood and agreed by the undersigned owner or agent that the approval of this application does not constitute a privilege to violate the Building Code, Zoning Ordinance, or other Ordinances of the County of Bft., and that any omission of or misrepresentation of fact with or without intention of the undersigned, or any alteration or change from this application without the approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon County property."

Issued By: _____ Title: _____ Date: 1-27-84

MICROFILMED

000942

Beaufort County
1473

GREAT SOUTH

16



Member
South Carolina
State Firemen's Association
National Fire
Protection Association
Southern Building
Code Congress International

David A. MacLellan, Chief

Sea Pines-Forest Beach
Fire Department
P. O. Box 5193
Hilton Head Island, S. C. 29938-5193
803-785-3806

January 26, 1984

Mr. Frank Hodge
BEAUFORT COUNTY BUILDING INSPECTIONS
Highway #278
Hilton Head Island, South Carolina 29928

Reference: CHEVRON SERVICE STATION - Palmetto Bay Road

Dear Frank,

We have reviewed the above mentioned project and would like to make the following comments:

1.) Three (3) Portable Fire Extinguishers will be required as follows; one (1) six (6) pound ABC type required along path of travel to exit, accessable to customers inside buildings, also one (1) 2A-20B:C type at each dispensing island.

2.) They have an Emergency Pump Shutoff indicated, so just a reminder that if the shutoff is not visible from all dispensers the location shall be indicated by an approved sign.

If there are any questions, please do not hesitate to call.

Sincerely,

James D. Padgett, Assistant Chief
Fire Marshal
FIRE SAFETY DIVISION

JDP/dlhd

BEAUFORT, SOUTH CAROLINA

DEVELOPMENT PERMIT

BEAUFORT COUNTY JOINT PLANNING COMMISSION

0709

PERMIT NUMBER 0709 DATE ISSUED 8-1-83

DEVELOPMENT NAME CHEVRON STATION CA Food Mart

DEVELOPMENT ADDRESS CHEVRON U.S.A. Inc.
P.O. Box 1706
ATLANTA, GA. 30301

TAX MAP NUMBER 15 PARCEL NUMBER 206

TYPE OF DEVELOPMENT

This permit certifies that the above named development has met and is in accordance with the Development Standard Ordinance of Beaufort County, South Carolina.

By: Raymond H. Bailey
BEAUFORT COUNTY JOINT PLANNING COMMISSION

CONDITIONS OF PERMIT APPROVAL:

-JPC OFFICE COPY ONLY-

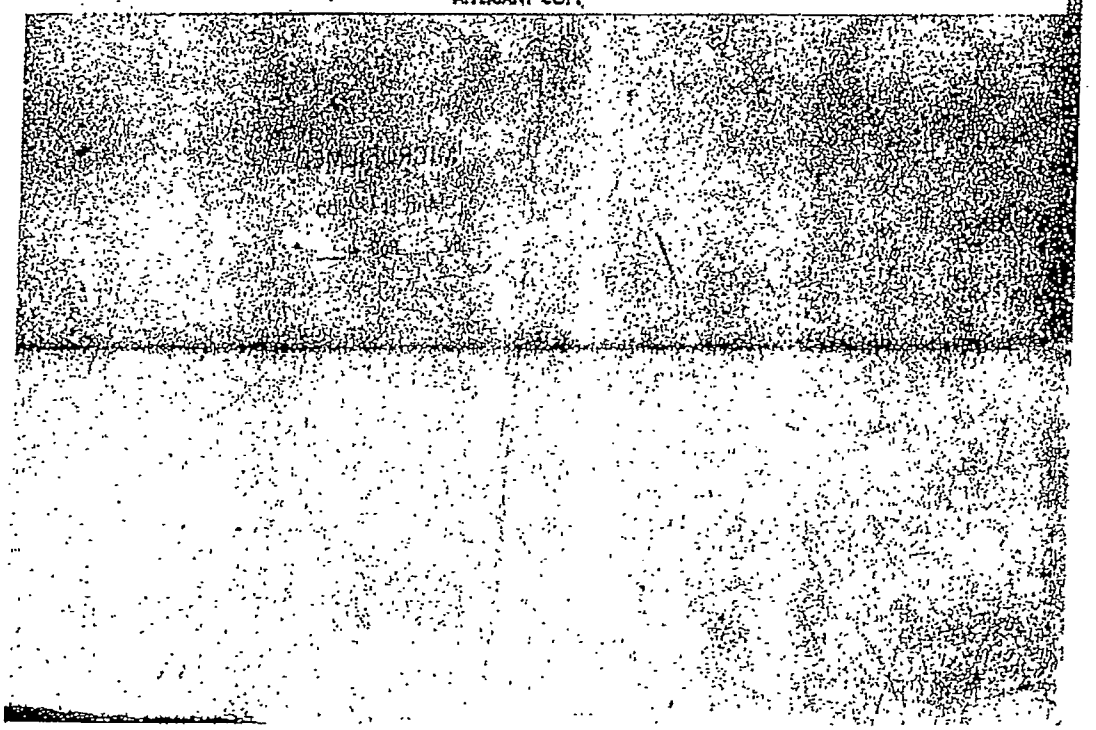
( ) SURETY POSTED _____

( ) CONDITIONS MET _____ (DATE)

( ) SURETY RELEASED _____ BY _____

TITLE _____

APPLICANT COPY



PERMIT FOR CONSTRUCTION IN BEAUFORT COUNTY, SOUTH CARO
Department Of Inspections

Permit Fee: , Permit Nu

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE

District	Tax Map Sheet	Parcel	Block	Receipt Number

IMPORTANT – Complete all items. Mark boxes where applicable.

I. LOCATION OF BUILDING — Lot _____ Block _____ Subdivision _____
N S E W side of Palmetto Bay Rd + Pope Ave
between _____ and _____

II. TYPE AND COST OF BUILDING — *All applicants complete Parts A — D*

A. TYPE OF IMPROVEMENT
1 [X] New building
2 [ ] Addition (If residential, enter number of new housing units added, if any, in Part D, 12)
3 [ ] Alteration (See 2 above)
4 [ ] Repair, replacement
5 [ ] Wrecking (If multifamily residential, enter number of units in building in Part D, 12)
6 [ ] Moving (relocation)
7 [ ] Foundation only

B. OWNERSHIP
8 [X] Private (individual, corporation, non-profit institution, etc.)
9 [ ] Public (Federal, State, or local government)

D. PROPOSED USE — *For "Wrecking" most recent use*
Residential
12 [ ] One family
13 [ ] Two or more family — Enter number of units — 2 — 3 ____
14 [ ] Transient hotel, motel, or dormitory — Enter number of units — — — — — ____
15 [ ] Garage
16 [ ] Carport
17 [ ] Other — Specify _____
Nonresidential
18 [ ] Amusement, recreational
19 [ ] Church, other religious
20 [ ] Industrial
21 [ ] Parking garage
22 [X] Service station, repair garage
23 [ ] Hospital, institutional
24 [ ] Office, bank, professional
25 [ ] Public utility
26 [ ] School, library, other educational
27 [ ] Store, mercantile
28 [ ] Tanks, towers
29 [ ] Other — Specify _____
30 [ ] No. Fireplaces _____

Tuppa 7-11
Jasper Watson

C. COST

	(Omit cents)
10. Cost of Improvement	$ 212,500.00
a. Electrical	
b. Plumbing	
c. Heating, air conditioning	
d. Other (elevator, etc.)	
11. TOTAL COST OF IMPROVEMENT	$ 216,001.00

Interior Walls: Drywall ( ) Panelling ( ) Other ( )
Flooring: Carpet ( ) Vinyl ( ) Tile (X) Other ( )
Flood Zone _____
Elevation Required _____ MSL

III. SELECTED CHARACTERISTICS OF BUILDING — *For new buildings and additions, complete Parts E — I; for wrecking, complete only Part I, for all others skip to IV.*

E. PRINCIPAL TYPE OF FRAME
30 [X] Masonry (wall bearing)
31 [ ] Wood frame
32 [ ] Structural steel
33 [ ] Reinforced concrete
34 [ ] Other — Specify _____

G. TYPE OF SEWAGE DISPOSAL
40 [X] City Sewer
41 [ ] Septic Tank

I. DIMENSIONS
46 Number of stories ... 1
47 Total square feet of floor area, all floors, based on exterior dimensions ... 1008
48 Total land area, sq. ft. ...

J. NUMBER OF OFF-STREET PARKING SPACES
49 Enclosed ...
50 Outdoors ...

F. PRINCIPAL TYPE OF HEATING FUEL
35 [ ] Gas
36 [ ] Oil
37 [ ] Electricity
38 [ ] Coal
39 [ ] Other — Specify _____

H. TYPE OF MECHANICAL
Will there be central air conditioning?
42 [ ] Yes 43 [ ] No
Will there be an elevator?
44 [ ] Yes 45 [ ] No

K. RESIDENTIAL BUILDINGS ONLY
51 Number of bedrooms ...
52 Number of bathrooms: Full ... Partial ...

IV. IDENTIFICATION — *To be completed by all applicants.*

	Name	Mailing Address — Number, street, city, and State	ZIP Code	Tel. No.
1. Owner	CHEVRON USA Inc	P.O. Box 1706, Atlanta, GA 30301		(404) 955-120
2. Contractor	GREAT SOUTH CONS	[illegible]	35209	(205) 942-9253
3. Architect	WAYNE C. DELL & ASSOC	SUITE 11-A 7805 WATERS AVE SAVANNAH GA	31419	(912) 354-0842

"It is understood and agreed by the undersigned owner or agent that the approval of this application does not constitute a privilege to violate the Building Code, Zoning Ordinance, or other Ordinances of the County of Bft., and that any omission of or misrepresentation of fact with or without intention of the undersigned, or any alteration or change from this application without the approval of the building official, shall constitute sufficient ground for the revocation of any permit issued which was based on the material of this application. This permit does not authorize any encroachment upon County property."

MICROFILMED

Issued By: _____ Title: _____ Date: _____

000945

18

Sea Pines Plantation Company
Hilton Head Island, S.C. 29928 (803) 785-3333

November 8, 1983

Mr. R. V. Spence
Chevron U.S.A. Inc.
P. O. Box 1706
Atlanta, GA 30301

Dear Vic:

The Sea Pines Plantation Company Architectural Review Board hereby grants final approval for the service station/food mart to be located on the Chevron parcel at the Market Place on Palmetto Bay Road. This approval is based upon the building plans of Wayne C. Dell dated October 14, 1983, and the landscape plan prepared by Hall's Nursery dated October 31, 1983. These plans are on file with the Board, and any changes thereto must be submitted for approval.

This approval is further conditioned on the, "Service Station," covenants and Sea Pines Plantation Company's restriction that a minimum of 51% of the building area be used for petroleum related products or services.

The approval granted herein is intended to indicate only that the applicant has satisfied the approval authority vested in the Sea Pines Plantation Company under the recorded covenants and restrictions of the company. Any further approvals which are necessary, whether by federal, state, or local governmental entities or by other companies or individuals shall be the responsibility of the applicant.

Sincerely,

Frank Guscio

Frank Guscio
Administrator, Commercial
Architectural Review Board

FG:kk

Sea Pines Plantation is an oceanfront resort and residential community noted for miles of beaches and the finest array of resort sports facilities in North America. Facilities include 2 harbours, four 18 - hole golf courses and 60 tennis courts and 1,500 acres of parks, conservancies and permanent outdoor recreation areas. The beachside Hilton Head Inn and 2 executive conference centers provide a wide range of meeting facilities. Approximately 1,000 rental homes, apartments and villas with 2,500 bedrooms are managed by the Company and provide accommodations for one - night and long - stay visitors. Reservations are made by dialing 1-800-845-8131.

Chevron U.S.A. Inc.
P. O. Box 1706, Atlanta, GA 30301

19

November 15, 1983

Ref. C

MICROFILMED
MAR 21 '84
Roll ... Bk ...

ENCROACHMENT PERMIT #A-47520
BEAUFORT COUNTY
ROUTE S-7-80
PALMETTO BAY ROAD
HILTON HEAD, SOUTH CAROLINA

South Carolina Department
of Highways and Public Transportation
Drawer 490
Ridgeland, SC 29936

ATTN: W. E. Stanley, Maint. Supt.

Gentlemen:

Due to a change in our construction schedule, we are requesting an extension of the expiration date of subject permit, from December 1, 1983 to March 1, 1984.

Attached is a copy of approved subject permit.

Sincerely,

E. T. Fouts

ETF:dsl
Attachment

DK
QPH

I See No Reason This Permit should not be extended.

W. E. Stanley

REQUEST FOR EXTENSION OF TIME TO COMPLETE WORK PERMITTED UNDER ENCROACHMENT PERMIT NO. A-47520 APPROVED.
TIME EXTENDED TO 3-1-84
R. J. Weeks, Jr.
Dist. Engrg. Admr.

CC: State Highway Engineer H. F. Snyder

MICROFILMED

SOUTH CAROLINA
DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
COLUMBIA
FORM 638 Rev. 11-77

August 4, 1983

20

ENCROACHMENT PERMIT

No. A-47520

Chevron USA Inc.
P.O.Box 1706
Atlanta, Ga. 30301
Att: E.T. Fouts

County Beaufort
Route
Road S-7-80

In compliance with your request and pursuant to statutory authority and subject to all the provisions, terms, conditions, and restrictions written herein, including General Provisions contained on the other side of this sheet, YOU ARE HEREBY AUTHORIZED AND PERMITTED TO:

Construct one 40' drive entrance with drainage facilities on the south side of Road S-7-80 as shown on application dated July 27, 1983, a copy of which is attached hereto and made a part of this permit.

SPECIAL PROVISIONS

(In case of conflict between Special Provisions and General Provisions, Special Provisions shall govern.)

There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.

The permittee shall make the installation under the supervision of the Department, shall not block traffic at any time, and shall provide proper warning signs and lights.

This permit shall not become operative until a written acceptance of same by permittee shall have been received by this Department and further shall become null and void unless the work contemplated herein shall have been completed prior to Dec. 1, 1983

SOUTH CAROLINA DEPARTMENT
OF HIGHWAYS AND PUBLIC TRANSPORTATION

By Thomas F. Hughes

xx State Highway Engineer.

☐ District Engineer.

I (We) accept the permit herein granted and agree to comply with all the provisions, terms, conditions, and restrictions set out herein. I (We) do hereby agree, and bind my (our) heirs, successors and assigns, to assume any and all liability this Department might otherwise have in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use moving or removing of the encroachment contemplated herein and agree to indemnify this Department for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said encroachment.

Date 8/15/83

Signed E. T. Fouts

MICROFILMED

SOUTH CAROLINA DEPARTMENT OF HIGHWAYS & PUBLIC TRANSPORTATION COLUMBIA
FORM 742 (REV 1-78)

Application for Encroachment Permit

Date July 27, 1983

Name of Applicant:
Chevron U.S.A. Inc. P. O. Box 1706 Atlanta, Georgia 30301 E. T. Fouts

County	Beaufort
Route	S-7-80
Road	Palmetto Bay

The undersigned applicant hereby applies to the South Carolina Department of Highways and Public Transportation for permit for encroachment on State Highway Right-of-Way as shown by sketch plan below.

SKETCH PLAN

DATE: JULY 27, 1983

TO: SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
P. O. DRAWER 490
RIDGELAND, SOUTH CAROLINA 29936

SUBJECT: THE UNDERSIGNED APPLICANT HEREBY APPLIES TO THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION FOR PERMIT FOR ENCROACHMENT ON STATE HIGHWAY RIGHT-OF-WAY OF ROUTE S-7-80, (PALMETTO BAY ROAD, BEAUFORD COUNTY, HILTON HEAD ISLAND, SOUTH CAROLINA) TO CONSTRUCT AND PAVE ONE (1) FORTY FOOT APPROACH ONTO PROPOSED CHEVRON U.S.A. INC. FACILITY, AS SHOWN ON THE ATTACHED SKETCH PLAN OF SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION FORM 742.

APPLICANT:

CHEVRON U.S.A. INC.
P. O. BOX 1706
ATLANTA, GEORGIA 30301

E. T. FOUTS

Application for Encroachment Permit

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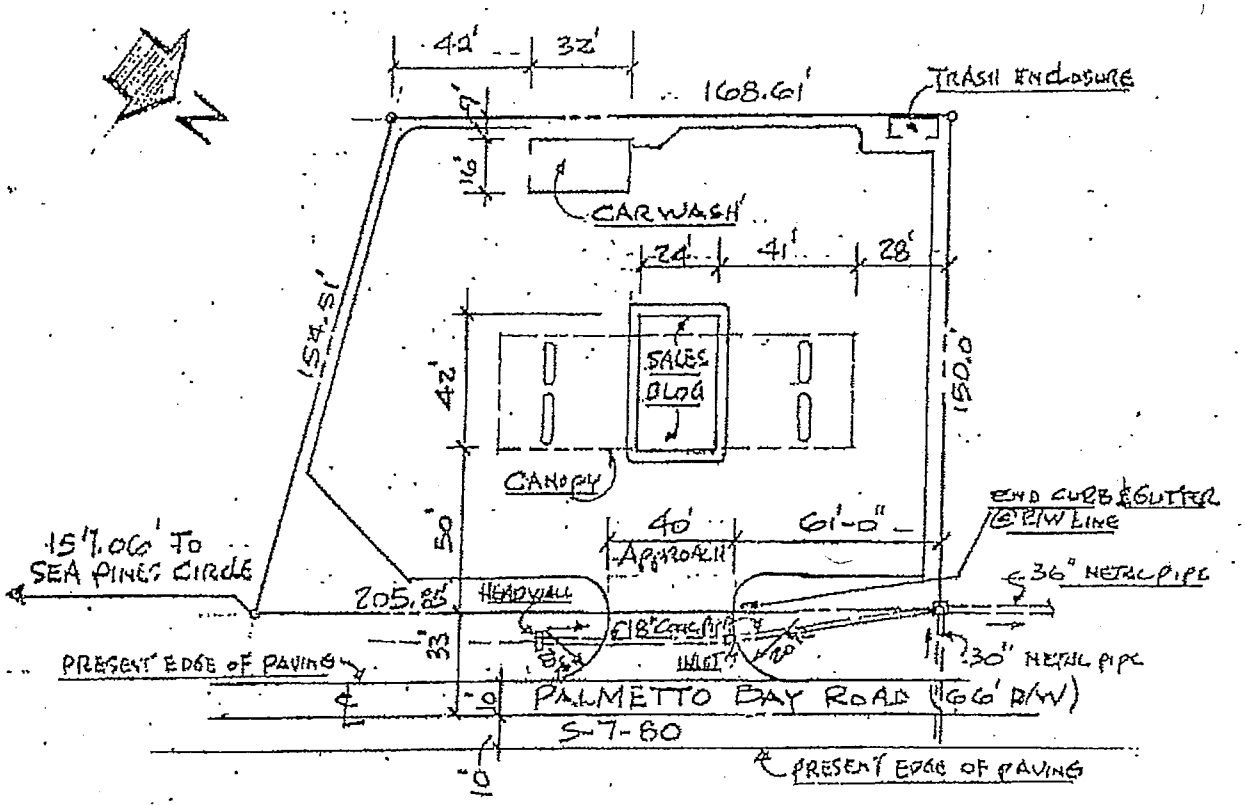
Date July 27, 1983

Name of Applicant:
Chevron U.S.A. Inc. P. O. Box 1706 Atlanta, Georgia 30301 E. T. Fouts

County	Beaufort
Route	S-7-80
Road	Palmetto Bay

The undersigned applicant hereby applies to the South Carolina Department of Highways and Public Transportation for permit for encroachment on State Highway Right-of-Way as shown by sketch plan below.

SKETCH PLAN



W&S.

Date received by Res. Maint. Engr. or Maint. Supt. 8/1/83

Date forwarded by Res. Maint. Engr. or Maint. Supt. 8/1/83

Date received by Dist. Engr. AUG 3 1983

Date forwarded by Dist. Engr.

Signed: E. T. Fouts

Applicant: Chevron U.S.A. Inc. Date: 7/27/83

Recommended:

Dist. Engr. Res. Maint. Engr. Date

000950



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000952



LIST OF TOWN PERMITS/INSPECTIONS FOR SERVICE STATION
AFTER BEAUFORT COUNTY ISSUED C.O. OF 6-1-1984

A.	11/4/88	10 new gas pumps (Permit 42469)
B.	1/15/93	New electric service to pumps (Permit 3372)
C.	11/23/93	Re-paint Building and Roof Corridor Revie approval (#CR93-189) (Permit # 53372)
D.	4/6/95	Electrical Alterations (Permit # 48917)
E.	10-11-95	Inspection of above electrical work
F.	1-14-98	Install new gas pumps (Permit 53372)
G.	7-20-04	New canopy (Permit 402265E)
H.	3-30-05	Replace ceiling lights, rotten siding, Bath fixture, etc (Permit # B0402265)
I.	5-30-08	New sign (Permit # sign080295)
J.	12-29-08	Install new Sign, External changes – Enmark Attached plat shows roadway (PRB 080080)

Closing 3-19-09 Enmark

K.	3-16-09	Ceramic tiles, painting, replace siding, New bath fixtures (Permit # B0900720)
L.	3-20-09	New pole lights, panels, etc. (Permit # B0900725)

EXHIBIT 79

11/4/88

MISCELLANEOUS

PERMIT FOR CONSTRUCTION IN HILTON HEAD ISLAND, SOUTH CAROLINA

Department of Planning and Inspections

PERMIT FEE $ 5.00

PERMIT NUMBER M 42649

DISTRICT	TAX MAP SHEET	SUB MAP	PARCEL	BLOCK	DATE ISSUED
550	15		206		11-4-88

LOCATION OF BUILDING: LOT / STREET / BLOCK: PALMETTO BAY Rd SUBDIVISION: FOREST Beach S/D

FLOOD ZONE: N/A ELEVATION REQUIRED: N/A MSL

	NAME	MAILING ADDRESS	P.O. ST	CITY & STATE	ZIP CODE	TELEPHONE NO
OWNER	Island CHEVRON	3 Palmetto Bay Rd		HHI, SC	29928	
GEN CONTR	HERNDON Electric Co.					

☐ MOBILE HOME	$	☐ PLUMBING	$
☐ SWIMMING POOL		☐ HVAC	$
RESIDENTIAL	$	☐ MOVING	$
COMMERCIAL	$	☑ ELECTRICAL 10 GAS PUMPS	$ 4000.00
☐ DEMOLITION	$	☐	$
☐ SIGN	$	☐	$
☐ GAS	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$
☐	$	☐	$

INSPECTION REPORT

REMARKS

000954

EXHIBIT 7.9(A)

Enmark
001050