

IN THE STATE OF SOUTH CAROLINA
IN THE 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 III

H. Fred Kuhn, Jr., Esquire
Moss, Kuhn & Fleming, P.A.
Post Office Drawer 507
Beaufort, South Carolina 29901
(843)524-3373
Attorneys for the Appellant
Carolina Center Building Corp.

Russell P. Patterson, Esquire
Lauren P. Williams, Esquire
Russell P. Patterson, P.A.
Post Office Box 8047
Hilton Head Island, South Carolina 29938
(843)341-9300
Attorneys for the Respondent
Enmark Stations, Inc.

Gregory M. Alford, Esquire
Alford Law Firm, P.C.
Post Office Box 8008
Hilton Head Island, South Carolina 29938
(843)842-5500
Attorneys for the Respondent
Town of Hilton Head Island

INDEX

Notice of Appeal	1
Order Denying Plaintiff's Motion to Alter, Amend or Reconsider of the Honorable Marvin H. Dukes, III dated July 14, 2017	39
Final Order Ending Case of the Honorable Marvin H. Dukes, III dated March 30, 2017	42
Order of Reference dated November 30, 2015	77
Order Denying in Part and Granting in Part Carolina's Motion for Summary Judgment dated October 23, 2015	78
Summons and Complaint dated August 15, 2013	80
Answer of Enmark	89
Amended Summons and Complaint dated November 19, 2014	96
Defendant's (Enmark) Answer and Counterclaims to Plaintiff's Amended Complaint dated December 10, 2014	136
Answer of the Defendant Town of Hilton Head Island to Plaintiff's Amended Complaint dated January 21, 2015	143
Motion for Summary Judgment	148
Motion to Alter, Amend or Reconsider (Rule 59, SCRC)	151
Post-Trial Brief of Plaintiff Carolina Center Building Corp. dated July 21, 2016	172
Reply Brief of Plaintiff Carolina Center Building Corp. dated August 24, 2016	204
Transcript of Trial – June 21 – 23, 2016	
Volume I	214
Volume II	373
Exhibits	
1 Deed Fraser to Chevron Oil BK 218 PG 1962 (03/12/74)	654
2 Deed from Sea Pines to Chevron Oil BK 218 PG 1959 (03/12/74)	658
3 Deed from Chevron Oil to ASA BK 651 PG 594 (08/23/93)	661
4 Deed from ASA to SCDOT BK 745 PG 1500 (03/02/94)	668
5 Deed from ASA to Enmark BK 2822 PG 1941 (03/19/09)	670

6	Absolute Assignment from ASA to Enmark BK 2822 PG 2944 (03/19/09)	673
7	Deed from JB Fraser to Charles Fraser BK 85 PG 343 (04/15/57).....	678
8	Deed from Fraser to Palmetto Electric BK 104 PG 273 (11/08/60)	685
9	Deed Palmetto Electric to Sea Pines BK 174 PG 218 (12/21/69)	687
10	Deed from Sea Pines to State Service BK 216 PG 254 (01/29/73)	689
11	Deed from State Service to Fogelman BK 464 PG 1930 (11/26/86)	693
12	Deed from Fogelman to SEP Limited Partnership BK 547 PG 1605 (03/07/09)	697
13	Deed from Kemmerlin to Palmetto Federal BK 670 PG 2118 (01/20/94)	701
14	Deed from Palmetto Federal to Sea Pines BK 720 PG 1192 (07/21/94)	705
15	Deed from Sea Pines to Carolina Center BK 911 PG 1274 (01/21/87)	708
16	Plat BK 12 PG 83 (rec. 11/15/60)	714
17	Plat BK 20 PG 192 (rec. 10/05/72)	715
18	Plat BK 22 PG 47 (rec. 03/14/72)	716
19	Plat BK 22 PG 85 (rec. 05/01/74)	717
20	Plat BK 23 PG 159 (rec. 07/25/75)	718
21	Plat BK 38 PG 53 (dated 11/01/89; rec. 03/09/90)	719
22	Plat BK 41 PG 18 (rec. 04/19/91)	720
23	Plat PB 52 PG 32 (rec. 02/27/95)	721
24	Easement, Fraser to Palmetto Electric BK 105 PG 101 (12/19/60)	722
25	Relocation of Easement Agreement BK 210 PG 1065 (05/10/73)	724
26	Sea Pines Covenants – Gasoline Station BK 218 PG 1954 (03/12/74)	733
27	Cross Easements – Sea Pines and Amelia Beach BK 230 PG 137 - Market Place 05/01/75)	738
28	Amendment to Cross Easements – Sea Pines and Amelia BK 275 PG 906 (03/16/79)	745
29	Easement ASA to Enmark BK 651 PG 556 (08/26/93)	750
30	Aerial Photo 02/25/86	757
31	Aerial Photo 03/86	758
32	Aerial Photo 1988	759
33	Aerial Photo 03/95	760
34	Aerial Photo 1995	761
35	Aerial Photo 1999	762
36	Aerial Photo 2002	763
37	Aerial Photo 2006	764
38	Aerial Photo County Tax Office 2009	765
39	Aerial Photo 2011	766
40	Aerial Photo 2012	767
41	Aerial Photo 2013	768
42	Plaintiff's Photographs of Subject Area	769
43	Current Overhead Photograph	777
44	Aerial GIS Photograph	778
44A	Four Photographs taken by Mr. Patterson	779
45	10/20/92 Metro Engineering As-Built Chevron Station	783
46	10/31/96 Contract of Sale – Sea Pines – Carolina Center	784
47	06/15/94 Letter from Cary Griffin to John Wilson with Plat 38/58	795

48	06/23/94 Letter from John Wilson to Cary Griffin with Relocation Agreement.	797
49	03/17/04 Carolina Center Conceptual Site Plan	806
50	08/30/07 Letter from Kumar Viswanathan to Oliver with Conceptual Plan	807
51	02/08/08 Letter from Kumar Viswanathan to Jim Scott Middleton	816
52	06/02/08 Letter from John Wilson to Kumar Viswanathan.....	824
53	06/02/08 Email Viswanathan to Wilson	826
54	06/05/08 Letter from Robert Arundell to John Wilson	827
55	09/15/08 Letter from Robert Arundell to John Wilson.....	828
56	11/20/08 Purchase Agreement ASA – Enmark	829
57	11/20/08 Addendum to Purchase Agreement Enmark – ASA.....	839
58	01/30/09 Letter from James Austin, Esquire to Alice Means.....	841
59	02/18/09 Amendment to Purchase Agreement – ASA – Enmark.....	843
60	03/19/09 HUD-1 for Enmark Purchase – Sale – ASA.....	844
61	10/29/12 Letter from Robert Arundell to Russell Patterson	847
62	07/24/13 Tolling Agreement – Enmark – Carolina Center.....	851
63	08/08/13 Letter from Teri Lewis to Robert Arundell	853
64	08/26/13 Email from Russell Patterson, Counsel for Enmark to Teri Lewis	854
65	09/26/13 Email from Teri Lewis, Town, to Bob Arundell	857
66	01/16/14 Letter from Greg Alford to Robert Arundell	860
67	01/24/14 Letter from Robert Arundell to Greg Alford	862
68	02/04/14 Letter from Greg Alford to Robert Arundell	866
69	04/30/14 Letter from Russell Patterson to Teri Lewis.....	867
70	08/23/98 ASA Secretary of State Record	869
71	11/25/02 Deed from DR Horton to Scott Middleton – Residence BK 1670 PG 1222.....	870
72	2007 ASA Inc. Depreciation Schedule	874
73	05/07/14 Records from Office of the Treasurer.....	879
74	07/26/13 Colored Plat prepared by Plaintiff	881
75	12/17/15 Greenery Estimate – Plaintiff	882
76	05/18/16 Beaufort County Incident Report - Palmetto Bay Road	883
77	Record from the Town of Hilton Head Island	885
78	Records from Beaufort County	929
79	Summary of all Town Approvals/Inspections – Service Station	953
80	Plaintiff’s Attorney’s Fees and Costs	955
81	Stipulation of Facts as to PB 38 PG 53.....	956
82	Deposition of Scott Middleton dated 04/28/15	958
83	Town of Hilton Head Island Land Management	1071
84	Photographs (three)	1083
85	Estimate.....	1086
86	Plaintiff’s Attorney’s up-to-date bill with trial time estimated.....	1087
87	Aerial Photograph dated 1972	1092
88	Aerial Photograph dated 1979	1093
89	Aerial Photograph dated 1986	1094
90	Aerial Photograph	1095
91	Aerial Photograph	1096
92	Aerial Photograph dated 2009	1097

93	Aerial Photograph dated 2011	1098
94	Aerial Photograph dated 2013	1099
95	Transaction Detail by Account (Supporting Documentation for Plaintiff's Attorneys Fees and Costs)	1100
Certificate of Counsel		1143

9:36 AM
06/14/16
Accrual Basis

Carolina Center Building Corp.
Transaction Detail By Account
January 1, 2013 through June 14, 2016

	Type	Date	Num	Name	Memo	Amount	Balance
Legal Fees							
	Check	07/10/2013	4678	Minor, Haight & Arundell	Easement issues	2,500.00	2,500.00
	Check	08/14/2013	4691	Minor, Haight & Arundell	Easement issues	4,989.50	7,489.50
	Check	10/02/2013		Minor, Haight & Arundell	Easement issues	2,341.50	9,831.00
	Check	11/25/2013	4726	Minor, Haight & Arundell	Easement issues	2,424.50	12,255.50
	Check	01/24/2014	4744	Minor, Haight & Arundell	Easement issues	1,902.18	14,157.68
	Check	03/06/2014	4761	Minor, Haight & Arundell	Easement issues	932.25	15,089.93
	Check	05/15/2014	4801	Minor, Haight & Arundell	Easement issues	6,113.10	21,203.03
	Check	07/09/2014	4791	Law Office of Chester C. Williams LLC	Easement legal	9,895.00	31,098.03
	Check	09/30/2014	4812	Law Office of Chester C. Williams LLC	Easement legal	1,277.75	32,375.78
	Check	11/03/2014	4837	Law Office of Chester C. Williams LLC	Easement legal	325.00	32,700.78
	Check	12/02/2014	4845	Moss, Kuhn & Fleming, PA	Acct #213637-14	3,677.14	36,377.92
	Check	02/12/2015	4833	Law Office of Chester C. Williams LLC	Easement legal	233.80	36,611.72
	Check	04/01/2015	4873	Law Office of Chester C. Williams LLC	Easement legal	1,657.50	38,269.22
	Check	05/15/2015	4884	Law Office of Chester C. Williams LLC	Easement legal	81.25	38,350.47
	Check	05/21/2015	4887	Coltrane & Wilkins LLC	Easement legal fees	300.00	38,650.47
	Check	07/01/2015	4898	Law Office of Chester C. Williams LLC	Easement legal	796.25	39,446.72
	Check	10/12/2015	4924	Minor, Haight & Arundell	Easement	1,407.82	40,854.54
	Check	10/12/2015	4925	Coltrane & Wilkins LLC	Easement legal fees	2,940.00	43,794.54
	Check	10/22/2015	4927	Law Office of Chester C. Williams LLC	Easement legal	1,352.50	45,147.04
	Check	11/11/2015	4936	Law Office of Chester C. Williams LLC	Easement legal	243.75	45,390.79
	Check	04/18/2016	4986	Coltrane & Wilkins LLC	Easement legal fees	60.00	45,450.79
Total Legal Fees						45,450.79	45,450.79
TOTAL						<u>45,450.79</u>	<u>45,450.79</u>

000955

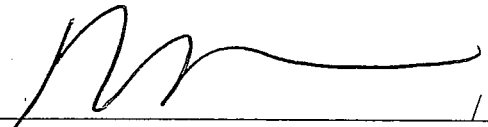
fd

EXHIBIT 81

Williams, as well as Russell Patterson, it was further confirmed Mr. Patterson had mistakenly placed an incorrect date of the Plat.

5. That at the deposition of Teri B. Lewis on May 5, 2015, Mr. Patterson confirmed and acknowledged his error in placing an incorrect date on the Plat (Lewis Dep. p. 41).

H. Fred Kuhn, Jr. / Date
Attorney for the Plaintiff



Russell P. Patterson / Date
Attorney for the Defendant,
Enmark Stations, Inc.

Gregory M. Alford / Date
Attorney for the Defendant,
Town of Hilton Head Island

000957

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS

CAROLINA CENTER BUILDING
CORP.,

Plaintiff,

-versus-

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

Defendants.

Civil Action Number
2013-CP-07-2066

Deposition of **JIM SCOTT MIDDLETON, III**,
taken by Counsel for the Plaintiff on the 28th
day of April, 2015, at the Law Offices of Alford
& Thoreson, LLC, 18 Executive Park, Hilton Head
Island, South Carolina, commencing at
approximately 11:11 a.m.

Bettye Anderson & Associates

Professional Court Reporters
6020 Dowlingwood Drive
Beaufort, South Carolina 29902
(843)525-0791 or (800)543-5506
www.anderson-reporting.com

000958

APPEARANCES

For the Plaintiff: H. Fred Kuhn, Jr., Esquire
MOSS, KUHN & FLEMING, P.A.
Post Office Drawer 507
Beaufort, South Carolina 29901

For the Defendant Enmark Stations: Russell P. Patterson, Esquire
RUSSELL P. PATTERSON, P.A.
21 Office Park Road
Hilton Head, South Carolina 29928

For the Defendant The Town of Hilton Head: Gregory M. Alford, Esquire
GREGORY AND THORESON, LLC
Post Office Drawer 8008
Hilton Head, South Carolina 29938

Reported by: Matthew Hazen Anderson
Notary Public/Court Reporter

Also Present: Kumar Viswanathan

o0o

INDEX TO DEPOSITION

Reporter's Index to Plaintiff's Exhibits	3
(Note: Marked prior to deposition. All exhibits were not used in deposition.)	
Direct Examination by Mr. Kuhn	5
Cross-Examination by Mr. Patterson	35
Cross-Examination by Mr. Alford	37
Redirect Examination by Mr. Kuhn	39
Certificate of Court Reporter	40

o0o

Bettye Anderson & Associates
Beaufort, South Carolina
(843)525-0791 (800)543-5506

Appearances/Index

Page 2 of 40

000959

REPORTER'S INDEX TO PLAINTIFF'S EXHIBITS

Number	Description	Page
1	Photograph depicting encroachment (1p)	12
2	Photograph depicting encroachment (1p)	12
3	Plat of the property prepared by Thomas & Hutton (1p)	12
4	Marked prior to deposition but not used	
5	Marked prior to deposition but not used	
6	Marked prior to deposition but not used	
7	Marked prior to deposition but not used	
8	Marked prior to deposition but not used	
9	Letter dated February 8, 2008, to Jim Scott Middleton from Kumar Viswanathan with attached proposed Access Easement Agreement (6pp)	26
10	Letter dated June 2, 2008, to Kumar from John Wilson with regard to Easement Proposal (2pp)	28
11	Letter dated June 5, 2008, to John L. Wilson from Robert J. Arundell (1p)	28
12	Letter dated September 15, 2008, to John L. Wilson from Robert J. Arundell (1p)	28
13	Document entitled "Purchase Agreement," dated 11/05/08 and 11/20/08 (8pp)	31

Bettye Anderson & Associates
Beaufort, South Carolina
(843)525-0791 (800)543-5506

Index to Exhibits

Page 3 of 40

000960

REPORTER'S INDEX TO PLAINTIFF'S EXHIBITS

Number	Description	Page
14	Document entitled "Addendum to Purchase Agreement," dated November 20, 2008 (2pp)	31
15	Letter dated January 30, 2009, to ASA Inc. and William & Bratt from James K. Austin (2pp)	32
16	Document entitled "Amendment to Purchase Agreement," dated February 18, 2009 (1p)	32
17	Document entitled "Title to Real Estate" dated March 19, 2009 (3pp)	33

o0o

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Index to Exhibits

Page 4 of 40

000961

1 JIM SCOTT MIDDLETON, III,
2 called as a witness, having been first duly sworn, was
3 examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. KUHN:

6 Q Would you state your full name, please, sir.

7 A Jim Scott Middleton, III.

8 Q Mr. Middleton, my name is Fred Kuhn. For the
9 record, we met just a few minutes ago, but I represent the
10 plaintiff, Carolina Building Center, in this lawsuit. Have
11 you ever given a deposition before?

12 A I haven't.

13 Q Okay. It's basically an interview. I'm going to
14 ask you questions that you answer, but the big difference
15 between an interview and a deposition, though, is you're
16 under oath, sworn to tell the truth, the whole truth, and
17 nothing but the truth, so help you God. Do you understand
18 that?

19 A Yes, sir.

20 Q And even though we're in somewhat of an informal
21 atmosphere here in Mr. Alford's conference room, your
22 obligation to tell the truth and to answer the questions as
23 accurately and as honestly as you can is just as imperative
24 today as it would be as if you're testifying in a courtroom
25 in front of a jury. Okay?

Bettye Anderson & Associates
Beaufort, South Carolina
(843)525-0791 (800)543-5506

Direct by Kuhn

Page 5 of 40

000962

1 A (Witness nods head; no verbal response.)

2 Q And I need you to verbalize all of your answers
3 is --

4 A Yes, sir.

5 Q -- the next thing I'll say, because he's going to
6 record everything, so there won't be any dispute later on
7 as to exactly what my question was and exactly what your
8 answer was, so all your questions -- all your answers need
9 to be verbalized out loud instead of uh-huhs and huh-uhs,
10 and that type of thing, that we normally do. Okay?

11 A Okay.

12 Q Very good. If, during the course of the
13 deposition, you need to take a break, just ask and we will
14 take a break. You're in charge of that, so don't feel that
15 it's an endurance contest of any type. If you want to take
16 a break, you don't even have to give a reason. Just say,
17 "Can we take a break?" and we will take a break. All
18 right?

19 A (Witness nods head; no verbal response.)

20 Q If I ask you anything during the course of the
21 deposition you don't understand, please just ask me to
22 repeat it or rephrase it, and I'll be glad to do so. Okay?

23 A Okay.

24 Q It is important that you understand my questions
25 and that I understand your answers, and in order to do

1 that, you need to understand what I'm asking and I need to
2 understand what you're answering. So if you're ever in
3 doubt as to what I'm asking, just ask me to repeat it,
4 rephrase it, break it down, whatever you need me to do, and
5 I'll be glad to do so. All right?

6 A Okay.

7 Q What is your home address?

8 A 82 Westbury Parkway, Bluffton, South Carolina
9 29928.

10 Q And is that also your mailing address?

11 A Yes, sir.

12 Q Okay. What is your date of birth?

13 A June 2nd, 1975.

14 Q Are you married?

15 A Yes, sir.

16 Q And what is your wife's name?

17 A Amy.

18 Q And does she work?

19 A Yes, sir.

20 Q Where does she work?

21 A Bluffton Elementary.

22 Q And what does she do there?

23 A She is a student team intervention coordinator.

24 Q Do you or your wife have any relatives who live
25 in Beaufort County?

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 7 of 40

000964

1 A We do. My wife does.

2 Q And can you tell me who they are and how they're
3 related?

4 A Her mother lives here, Alice B. Means, which is
5 my mother-in-law.

6 Q Okay. Anybody else?

7 A No, sir.

8 MR. ALFORD: You like your mother-in-law.

9 WITNESS: I love her.

10 MR. ALFORD: You know I'm just kidding.

11 BY MR. KUHN:

12 Q And how long have y'all been married?

13 A We have been married 14 -- 15 years. We got
14 married in 2000.

15 Q Okay. What is your educational background?

16 A Not much of one.

17 Q High school graduate or --

18 A Yes, sir.

19 Q Okay. Any formal education since high school?

20 A A little bit of college.

21 Q Okay. Did you get any sort of degree? Anything
22 like that?

23 A No, sir.

24 Q Very good. And your employment history, can you
25 run through that with me, just briefly.

Bettye Anderson & Associates

Beaufort, South Carolina

Direct by Kuhn

(843)525-0791 (800)543-5506

Page 8 of 40

000965

1 A How far back?

2 Q Just from high school. More so the types of jobs
3 you've held than any detail.

4 A Mostly restaurant work in college, up until I
5 moved here, which was somewhere between 2000 and 2002.
6 Somewhere in there. I don't really --

7 Q Okay. And are you currently employed?

8 A Yes, sir.

9 Q And where are you employed and what do you do?

10 A I have a fishing charter business on the north
11 end of Hilton Head.

12 Q Are you the owner and operator of that business?

13 A Yes, sir.

14 Q And for how long have you been in that business?

15 A Going on five years, I think. Five years. Five
16 or six.

17 Q Very good. Are you familiar with the Enmark
18 service station near the Sea Pines Traffic Circle?

19 A Yes.

20 Q And when do you recall first having any
21 familiarity with that property?

22 A I guess somewhere between 2000 and 2002;
23 somewhere in there, whenever -- we moved here for that,
24 so --

25 Q You say "we" moved here. You and your wife?

1 A Yes, sir.

2 Q Moved here from where?

3 A Franklin, Tennessee.

4 Q Okay. And you say you "moved here for that."

5 What do you mean by that?

6 A We moved here for me to work at the station.

7 Q Okay. And when was it that you began working at
8 the station?

9 A The same date. Somewhere around 2000 to '02. I
10 really don't remember.

11 Q Okay. And how did that come about, that you came
12 here to work at the station?

13 A Her mom owned the station.

14 Q Your wife's mother, Alice Means?

15 A Yes, sir.

16 Q Okay.

17 A And so she was running it by herself and was
18 looking for a little bit of help.

19 Q Okay. You offered to help her?

20 A That's right.

21 Q Okay. And you say her mother was operating the
22 station. Do you know if, by that time, she had bought the
23 property or was --

24 A She owned it.

25 Q -- she leasing the property?

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 10 of 40

000967

1 A She owned it at that time.

2 Q She had actually bought the property, then, at
3 that time?

4 A She owned it then. I'm not sure when she bought
5 it.

6 Q Okay. By the time you came here, though, the
7 purchase was complete?

8 A Yes, sir, she --

9 Q Is that your understanding?

10 A She owned it when I moved here.

11 Q Okay. My understanding is that Alice Means'
12 second husband, Ron Ballenger, was leasing -- subleasing
13 that station from a guy named Maury Widows (ph), who was
14 leasing it from Chevron; and then, when she divorced Mr.
15 Ballenger, which was in 1989, she got the business, took
16 over the lease, and then later on, she actually bought the
17 property. Is that your understanding, also, or --

18 A I wouldn't know.

19 Q Okay. Do you -- have you ever heard of a company
20 or a corporation called ASA, Inc.?

21 A Yes, sir.

22 Q Okay. And was ASA, Inc., in existence when you
23 came down here to start work?

24 A Yes, sir.

25 Q Okay. What I'm trying to do is pin down the time

Bettye Anderson & Associates
Beaufort, South Carolina
(843)525-0791 (800)543-5506

Direct by Kuhn

Page 11 of 40

000968

1 frames a little bit, and I've got some documents that might
2 help do that, so I'm trying to figure out where in the
3 process the business was. That kind of might help us
4 narrow things down. If I could show you what I've marked
5 Plaintiff's Exhibit 3, this is a plat that has been
6 prepared of the property.

7 And just to get you oriented, this is Palmetto
8 Bay Road right here, and the Sea Pines Traffic Circle shown
9 here, Greenwood Drive here, the -- what they've marked
10 "Chevron Gas Station" here, and the Carolina Building
11 Center here, the Staples parking lot over here. Does that
12 sort of help you get oriented to what's shown on here?

13 A Yes, sir.

14 Q Okay. And looking at what they've marked
15 "Chevron Gas Station," there's the main building and then
16 there's a carwash. Is that consistent with your knowledge
17 of what's on the property?

18 A Yes, sir.

19 Q All right. And then what's marked in red hash
20 marks here, this is the subject of our dispute. Was this
21 encroachment in existence when you started working at the
22 station?

23 A Yes, sir.

24 Q All right. If I can show you, just to kind of be
25 sure we're all talking about the same thing, Exhibits 1 and

1 2, do you recognize what these depict?

2 A Yes, sir.

3 Q Okay. And this would be the encroachment here,
4 this would be the beginning from the gas station property,
5 coming along, and this is sort of the other end that's
6 shown in the background, headed into the -- you see the
7 Staples parking lot in the background and then a corner of
8 the carwash. Is that consistent with your knowledge of
9 what's on the property?

10 A Yes, sir.

11 Q Okay. When I refer to "the encroachment" during
12 the deposition, that's what I'm going to be talking about;
13 that red hash marked area that leads from the gas station
14 on to the Staples parking lot. Is that clear?

15 A Yes, sir.

16 Q Okay. Very good. Did you play any role at all
17 in Alice Means forming the ASA, Inc. corporation or her
18 purchase of the property?

19 A No, sir.

20 Q And up until you came to Hilton Head Island to
21 help her with running the business, did you have much
22 familiarity with this property?

23 A No, sir.

24 Q Had you ever laid eyes on it before?

25 A Yes, sir.

1 Q Okay. What? During a visit to see her? That
2 type thing?

3 A Yes, sir.

4 Q Do you know, or can you say with any certainty,
5 when this encroachment came into existence?

6 A No, sir.

7 Q Do you remember anything at all about it up until
8 the time you came to manage the property?

9 A No, sir.

10 Q When you came -- now, in her deposition, she
11 thought your -- the time frame that you came over -- took
12 over the -- helped her was around 2005, 2006, but you
13 believe it was earlier than that?

14 A I do think -- I do think that it was earlier than
15 that.

16 MR. ALFORD: I object to the form of that
17 question. You've already answered it, but that's
18 okay.

19 MR. PATTERSON: I would also object. I'm
20 not sure that's what she said.

21 MR. ALFORD: That's form objections -- as to
22 form.

23 BY MR. KUHN:

24 Q Do you have any documents, anything you could go
25 look at it, that would help pin that time down any more

1 precisely?

2 A What time?

3 Q When you began working at the station and helping
4 her out.

5 A No, sir.

6 Q When you first came here, where did you go to
7 live?

8 A Bluffton.

9 Q And did you lease or did you purchase?

10 A We rented an apartment.

11 Q Okay. Where was the apartment? What apartment?

12 Do you remember?

13 A Westbury Park Apartments.

14 Q Okay. Do you remember the number?

15 A No, sir.

16 Q Okay. And for how long were you in the Westbury
17 Park Apartments?

18 A Two years tops.

19 Q And from there, where did you go?

20 A Westbury.

21 Q Now --

22 A Westbury Park is where we built a house.

23 Westbury Apartments were somewhat connected.

24 Q Okay.

25 A The same, somewhat, area.

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 15 of 40

000972

1 Q So Westbury's a subdivision?

2 A Yes, sir.

3 Q Okay. And when you moved from Westbury Park
4 Apartments to Westbury, did you still rent, or did you
5 purchase, or --

6 A We purchased.

7 Q Okay. And did you purchase it in your name?
8 You and your wife's name? Would that be on the deed, the
9 title?

10 A Yes, sir.

11 Q Okay. What I'm trying to do is see if I can look
12 that deed up, and if I find that date, then if I go back
13 maybe two years, that might help pin down when you came
14 here. Would that be the best way to find out?

15 A I'm not sure.

16 Q Okay. But it's your memory you were here about
17 two years before you bought the property in Westbury?

18 A At the most. It could have been a year.

19 Q Okay. When you moved here and started helping
20 Ms. Means with the business, it was a Chevron business?

21 A Yes, sir.

22 Q And helped her with the Chevron station -- what
23 were your duties? What did you do initially?

24 A Everything.

25 Q All right. Did she stay involved or did she --

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 16 of 40

000973

1 A Yes, sir.

2 Q -- turn things over to you?

3 A She stayed involved.

4 Q Okay. And was she involved on a day-to-day
5 business or --

6 A I'm not sure how to answer that.

7 Q Was she there every day, like nine to five,
8 Monday through Friday?

9 A No, sir.

10 Q That type of thing?

11 A No, sir.

12 Q Or was it just she sort of just poked her head in
13 and looked at the books, that --

14 A When I started, she was training me.

15 Q Okay.

16 A There pretty much every day, I guess. After
17 that, she wasn't there as much.

18 Q Backed off and just -- once she saw you getting
19 the hang of it --

20 A She was still involved, but she wasn't there
21 every day nine to five.

22 Q Okay. And how about you? Was your involvement
23 day to day, hands-on?

24 A It was supposed to be.

25 Q And what do you mean by that?

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 17 of 40

000974

1 A I mean, I'm sure she wanted me there every day,
2 but I don't think I was there every day.

3 Q Okay.

4 A From nine to five.

5 Q And can you give me an idea of how often you
6 would have been actually there on the premises? I mean,
7 every week? A couple times every week?

8 A Probably at least once every -- almost every day,
9 but maybe not all day.

10 Q Okay. I gotcha. Did you have any other
11 employment?

12 A No, sir.

13 Q Okay. So this was your full-time responsibility?

14 A Yes, sir.

15 Q And were you actually an employee of ASA, Inc.?

16 A I'm not sure. I would imagine, but I'm not sure.

17 Q Okay. And did your job duties -- once she had
18 got you sort of trained and oriented to the job, did your
19 job duties change any during the time you were there?

20 A No, sir.

21 Q Okay. And for how long were you there? When did
22 you stop working there?

23 A When we sold the station to Enmark.

24 Q Okay. And I'm showing that the deed to Enmark is
25 March 2009 and the contract was entered into a few months

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 18 of 40

000975

1 before that. Is that consistent with your memory, 2008,
2 2009?

3 A Yes.

4 Q Okay. So, total, you would have been at the
5 station six years? Something like that?

6 A Something like that.

7 Q Okay. Again, the reason I'm asking about that is
8 she testified she thought 2005, 2006, which would only have
9 you there two or three years. You're pretty confident it
10 was longer than that?

11 A Yes, sir.

12 Q Okay. And she wasn't sure, either. She said
13 that was her best estimate. While you were there, were
14 there any changes made to the encroachment?

15 A Yes, sir.

16 Q What was done?

17 A We had it paved.

18 Q Okay. And you say "we" had it paved. The -- you
19 and Ms. Mean, or ASA?

20 A Yes, sir.

21 Q Okay. And how did that come about?

22 A People were driving through there, and there was
23 a bad hole that people were hitting in their cars and
24 coming to us for payment on repairs, so we --

25 Q You're kidding?

1 A -- paved it.

2 Q They'd hit a pothole and come to you and want you
3 to pay for it?

4 A Um-hum.

5 Q Are you serious?

6 A Um-hum.

7 Q I gotcha. What was it? Just dirt and gravel
8 before it was paved?

9 A Yes, sir.

10 Q All right. And how did you go about -- did you
11 -- let me see. When, during the time frame, would it have
12 been? About what year?

13 A I do not remember.

14 Q Okay. Was this the only time y'all have done
15 paving? And the reason I ask that is, I've got some
16 records from the accountant for a construction company,
17 that I believe did the paving, that shows paving work. It
18 only shows one instance that they did work. J&R, I think,
19 Construction. Would that be the only paving project that
20 was done?

21 A Yes, sir.

22 Q Okay. So if I have those, that would tell me
23 when it was?

24 A Yes, sir.

25 Q If my memory's right, it was around 2007. Does

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 20 of 40

000977

1 that sound, ballpark, right?

2 A I wouldn't remember. I don't remember.

3 Q And was just the encroachment paved, or did you
4 pave your whole -- the whole property?

5 A Just the encroachment.

6 Q Okay. And how did you go about that? Put out
7 bids, know somebody already, or have a friend of a friend
8 or --

9 A Referral.

10 Q Okay. And do you remember the name of the
11 company?

12 A I thought it was J.S. Construction.

13 Q Do you remember where they were from?

14 A I do not.

15 Q Okay. And who would have handled the
16 negotiations? Would you have done that, Alice Means, or
17 somebody else?

18 A If I remember correctly, I did.

19 Q Okay. Do you remember what the cost was, by any
20 chance?

21 A I want to say around 2,500, maybe. Somewhere in
22 there.

23 Q And did you put out bids and they were one of the
24 bidders, or did just kind of call and say, "Give me an
25 estimate"? Do you remember how it developed?

Bettye Anderson & Associates

Beaufort, South Carolina

Direct by Kuhn

(843)525-0791 (800)543-5506

Page 21 of 40

000978

1 A I don't remember.

2 Q How long did it take them to pave that? Was it
3 like a couple hours? A day? A couple days?

4 A No more than a day.

5 Q All right. And the -- what they did, just to be
6 sure I'm clear, is they put the -- paved it with asphalt?

7 A Yes, sir.

8 Q And did they observe the same footprint that was
9 already there with the dirt and the gravel?

10 A Yes, sir.

11 Q So they didn't change the location of the road or
12 re-route the encroachment in any way?

13 A Right.

14 Q Okay. Other than changing the encroachment
15 surface from dirt and gravel to asphalt pavement, did
16 they do anything else?

17 A They put those two speed bumps on there.

18 Q Okay. So that was all done at the same time?

19 A Yes, sir.

20 Q And was that something that you had asked for or
21 they --

22 A Yes, sir.

23 Q -- recommended?

24 A I asked for it.

25 Q All right. The answer's kind of obvious, but why

Bettye Anderson & Associates

Beaufort, South Carolina

Direct by Kuhn

(843)525-0791 (800)543-5506

Page 22 of 40

000979

1 did you want two speed bumps put in?

2 A Hopefully, it'd slow people down.

3 Q Okay. There's a drainage grate shown here. Do
4 you know -- was that preexisting this re-paving, or paving?

5 MR. PATTERSON: Can we -- y'all are
6 referring to Plaintiff's Exhibit 1?

7 MR. KUHN: Yes.

8 BY MR. KUHN:

9 Q Do you know if that was there before the paving?
10 After the paving?

11 A I don't remember.

12 Q Okay. And there is a curb cut. Do you see how
13 there's a raised cement curb cut shown in Plaintiff's 1?

14 A (No response.)

15 Q Do you recall if that curb cut was in existence
16 before the paving, or installed during the paving, or after
17 the paving?

18 A This curb?

19 Q Yes, sir.

20 A I don't remember, but I would -- I don't
21 remember.

22 Q Okay. When the paving was done, did you go to
23 any entity, like the Town of Hilton Head or Sea Pines, to
24 get a permit or permission to pave that area?

25 A I don't remember.

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 23 of 40

000980

1 Q Okay. You --

2 A I do remember I did not.

3 Q Okay. That's -- so my next question is, do you
4 remember if anybody else did?

5 A I don't.

6 Q Okay. Did you go to any adjoining landowners to
7 get a permit or permission?

8 A No, sir.

9 Q Okay. Did you discuss with anyone whether or not
10 this was your, or ASA's, or the gas station's property that
11 you could pave before you paved it?

12 A I don't remember.

13 Q So you don't remember doing that, then?

14 A Correct.

15 Q Okay. What was your internal belief as to whose
16 property it was that this was located on?

17 A The little I remember about it is that -- I just
18 don't remember good enough, to be honest.

19 Q Alice Means mentioned something in her deposition
20 about going to the town, and town basically saying, "It's
21 not our responsibility to pave that. If you want it done,
22 you've got to do it yourself." Do you recall anything like
23 that?

24 A I do recall something like that, but not good
25 enough to tell you who did it, or when it was done, or

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 24 of 40

000981

1 anything like that.

2 Q Okay. Very good. Was it ever your intent to
3 take property on behalf of the station away from anybody to
4 whom it belonged?

5 A No, sir.

6 MR. ALFORD: Object to the form.

7 MR. PATTERSON: Objection to the form.

8 MR. ALFORD: I'll object to the form, as
9 well.

10 BY MR. KUHN:

11 Q And did you ever have any discussions with Alice
12 Means as to who owned that property?

13 A I would say yes, but I would also say I don't
14 fully remember the specifics of a conversation about it.
15 I would assume, and I'm pretty certain, that we obviously
16 talked about that cut-through on more than one occasion.

17 Q Do you remember anything at all about what was
18 said?

19 A I don't.

20 MR. KUHN: Now, just for the record, I'd
21 pre-marked a number of exhibits not knowing for sure
22 when your involvement with the station began, so
23 several of the exhibits I'm not going to reference
24 during the deposition, but they've already been
25 marked.

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 25 of 40

000982

1 BY MR. KUHN:

2 Q In about -- do you recall -- have you met Mr.
3 Viswanathan before? Before today?

4 A Kumar?

5 Q Yes, sir.

6 A Yes, sir.

7 Q Okay. And do you recall any -- well, let me just
8 show you this, which is Exhibit 9. Do you recall getting
9 that letter from Kumar?

10 A I don't.

11 Q If you'd take a minute and just -- have you had a
12 chance to read through it?

13 A (No response.)

14 Q Do you recall any discussions, talks,
15 correspondence, negotiations, about trying to work out
16 some sort of mutually beneficial easement agreement?

17 A With who?

18 Q With Kumar or any of the adjoining landowners:
19 Staples; the restaurant owner?

20 A I remember Kumar coming over to the Chevron and
21 talking with me out there at the encroachment. I remember
22 that.

23 Q Okay. And would that -- this letter is written
24 in 2008. Would it have been about that time frame?

25 A I don't remember.

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 26 of 40

000983

1 Q Okay. And what do you recall being discussed?

2 A That the encroachment was his property and he
3 wanted to close it off and move it towards the exit of the
4 carwash.

5 Q All right. And when he told you that the
6 encroachment was his property, was that news to you, or
7 was that something --

8 A Yes, sir.

9 Q Okay. Up until then, whose property did you
10 think it was?

11 A We didn't know.

12 Q Okay. When you say "we," you and Alice Means?

13 A Yes, sir.

14 Q Okay. And what happened after that discussion
15 about potentially moving the location?

16 A Besides, maybe, a few more discussions, that was
17 it.

18 Q Okay. And were those discussions along those
19 same lines?

20 A Yes, sir.

21 Q Any more detail that you can recall?

22 A None at all.

23 Q And who would have been involved? Would this
24 just have been you and Kumar, or you, Kumar and Ms. Means,
25 or --

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 27 of 40

000984

1 A The one conversation I remember, it was just he
2 and I. Other than that, I don't remember.

3 Q Okay. Do you recall if Ms. Means was at all
4 involved in these conversations?

5 A I don't remember.

6 Q But by that time, she'd pretty much turned
7 everything over to you, though?

8 A I wouldn't go that far. I just don't remember if
9 the three of us ever had a conversation together.

10 Q Okay. Just to see if these help to trigger any
11 memory or refresh your recollection, if I could show you
12 Exhibit 10, which is written a few months after nine, and
13 11 and 12. Would you just take a minute to read through
14 those?

15 A (Witness complies.)

16 MR. KUHN: While he's doing that, will y'all
17 excuse me just a second? I'm going to get something
18 out of the car.

19 (Brief recess.)

20 BY MR. KUHN:

21 Q Have you had a chance to look through those?

22 A Yes, sir.

23 Q Okay. It looks like there's some -- what I've
24 shown you are letters between lawyers on behalf of both the
25 Chevron station and Kumar, and it looks like they were

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 28 of 40

000985

1 discussing a new proposed easement agreement that
2 eventually fell apart because the owner of the Staples
3 Shopping Center would not go along with it. Do you recall
4 any of that?

5 A I recall something -- stuff like that maybe going
6 on, but not well enough to actually --

7 Q Okay. Do you --

8 A So I guess no.

9 Q Okay. Do you recall or do you -- why the
10 discussion that you and Kumar had initially about
11 relocating the easement, why that never came to fruition?

12 A I don't.

13 Q Okay. After the encroachment was paved, the
14 speed bumps installed, did people continue to use it?

15 A Yes, sir.

16 Q Okay. And was this limited to just the Chevron
17 station's customers, or could pretty much anybody use it?

18 A Anybody.

19 Q Okay. And would people -- did you actually see
20 people using it from time to time?

21 A Yes, sir.

22 Q Okay. And would people -- basically, the general
23 public -- use it?

24 A Yes, sir.

25 Q Okay. Do you know why people liked to use that?

Bettye Anderson & Associates

Beaufort, South Carolina

Direct by Kuhn

(843)525-0791 (800)543-5506

Page 29 of 40

000986

1 A To bypass the circle, I would guess.

2 Q Did you have to do any periodic maintenance to
3 it? In other words, once it was paved and the speed bumps
4 installed, did you have to go out there and patch and
5 repair it periodically, or did it pretty much hold up like
6 a road would?

7 A I don't remember doing any patching to it.

8 Q Okay. So once that work was done, pretty much,
9 it was left alone up until the time the station was sold?

10 A As far as I can remember.

11 Q Okay. And do you recall any other changes,
12 modifications, potential re-routing, anything else that was
13 done to that encroachment during the time you were involved
14 in the running of the station?

15 A No, sir.

16 Q Okay. Eventually, the station was sold?

17 A Yes, sir.

18 Q And like I mentioned before, the contract was
19 entered in late 2008 and sold in early 2009. Would you
20 still have been involved in the day-to-day operations? I
21 guess you were the manager, general manager? Would that be
22 the best way to describe your job?

23 A I guess. I didn't really have a title.

24 Q You said you did everything. I do everything at
25 my firm, too, but would you have been sort of the highest-

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 30 of 40

000987

1 ranking employee there when you were there?

2 A Yes, sir.

3 Q Okay. Were you at all involved in the
4 negotiations to sell the property?

5 A No, sir.

6 Q Would Alice Means have been the one who would
7 have actually handled the negotiations, the price, and that
8 kind of thing?

9 A If -- yes, sir.

10 Q Okay. Let me just show you what I've marked
11 Exhibit 13, which is dated November 5th and November 20th,
12 2008, which is the contract for sale of the station. Do
13 you recall ever seeing that before, or being involved in
14 that, or reviewing that, having anything to do with the
15 contract?

16 A I don't recall.

17 Q Okay. If I can show you Exhibit 14, which was an
18 exhibit to the contract, it's dated November 20th and 21st,
19 2008, and in here, there's a lengthy description about the
20 encroachment and how it came to be and what everybody's
21 position was on it. Do you recall anything about having to
22 amend the initial contract to make disclosures about that
23 encroachment to the buyer?

24 A No, sir.

25 Q Do you recall any discussions with Alice Means,

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 31 of 40

000988

1 or anybody, to the effect that that encroachment's going to
2 be a problem in selling this property?

3 A No, sir.

4 Q If I can show you what I've marked Exhibit 15.
5 This is a letter from the lawyer for the buyer, the
6 potential buyer, complaining about the fact that there's
7 no express easement for that encroachment. Do you recall
8 anything about that? Anybody on behalf of the buyer coming
9 and saying, "We've got a problem because we can't find an
10 easement for that encroachment"?

11 A No, sir.

12 Q Did Alice Means ever come to you and say, "Oh,
13 gosh, we've got a hiccup or a problem, or a potential
14 problem, because we don't have an easement for this
15 encroachment"?

16 A I don't remember.

17 Q Okay. If I could show you Exhibit 16, and in
18 Exhibit 16, the buyer agrees to go ahead and buy the
19 property without the easement for the encroachment, and the
20 seller, ASA, agrees to reduce the purchase price. Do you
21 recall anything like that taking place?

22 A I don't remember.

23 Q Do you recall anything about the purchase price
24 being reduced for any reason after the contract was signed?

25 A No, sir. I wasn't -- I wasn't in -- pretty much

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 32 of 40

000989

1 involved at all in the -- in anything that had to do with
2 the sale.

3 Q Okay. And I'm just being overly cautious.

4 A Right. Right.

5 Q This was several years ago, and if something
6 triggers your memory, don't --

7 A Sure.

8 Q -- feel bad about saying --

9 A Sure.

10 Q -- "Whoops. Now I remember something." This is
11 my one and only opportunity to find out.

12 A Right. Right. I understand.

13 Q And then, 19 is the deed from ASA --

14 MR. PATTERSON: I think that's Exhibit 17.

15 BY MR. KUHN:

16 Q Excuse me, 17. From ASA to Enmark, and this
17 March 2009. Is that consistent with your memory, at least,
18 as to when the station changed hands, around early 2009?

19 A I would have to look back and -- but off the top
20 of my head, I honestly don't remember.

21 Q Okay. You remember the station being sold?

22 A Yes, sir.

23 Q When that happened, did you stay on or did you --

24 A No, sir.

25 Q -- move on?

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 33 of 40

000990

1 A I moved on.

2 Q Was there a period when you had to sort of stay
3 on to train the new people or did --

4 A No, sir.

5 Q -- they just have their own crew that came on in?

6 A (No response.)

7 Q So it was pretty much a clean break?

8 A Yes, sir.

9 Q ASA or Alice Means sold the station, Enmark took
10 over, and there was no overlap, or anything like --

11 A That's right.

12 Q -- that; is that correct?

13 A Yes, sir.

14 Q Have you maintained contact with the station?
15 That is, do you drive by it? Do you use it? Do you see
16 this encroachment from time to time up until now?

17 A Very little.

18 Q Okay. From what you have seen, has there been
19 any change to the encroachment from the time you last
20 worked there until the present, except for, I guess,
21 ordinary wear and tear?

22 A Not to my knowledge.

23 Q Okay. Did you ever have any discussions with the
24 owners of either the Staples, Publix parking lot, or the
25 restaurant that's right there behind the gas station, about

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Kuhn

Page 34 of 40

000991

1 the encroachment, or using their property for access to the
2 station, or anything like that?

3 A No, sir. You mean me, personally?

4 Q Yes, sir.

5 A No, sir.

6 Q And to your knowledge, do you know if anybody
7 else on behalf of ASA, or Alice Means, or the Chevron
8 station had any type of discussion with the Staples' folks
9 or the restaurant owner folks?

10 A I don't remember 100 percent. It seems like
11 maybe -- I want to say that either one or both, someone
12 tried to contact them to talk to them, but it wasn't me,
13 and I couldn't really say for sure.

14 Q Would this have been sort of during the general
15 time frame when Kumar was trying to work out a proposed
16 easement agreement, when you and he would have met at the
17 property and --

18 A I don't remember, but I would assume so.

19 MR. KUHN: Okay. That's all I have for now.
20 I may have a few more after Russell and Greg get a
21 chance to ask you questions.

22 CROSS-EXAMINATION

23 BY MR. PATTERSON:

24 Q Captain Middleton, I only have a couple of
25 questions. How long did you date your wife before you got

Bettye Anderson & Associates

Direct by Kuhn
Cross by Patterson

Beaufort, South Carolina
(843)525-0791 (800)543-5506

Page 35 of 40

1 married and moved to Hilton Head, approximately?

2 A Five years.

3 Q And during that time, where was -- where was
4 your, I guess, girlfriend living? Was she on Hilton Head
5 with her mother?

6 A No, sir.

7 Q Where were y'all living?

8 A In Mississippi.

9 Q All right. Did you ever, you and your wife, come
10 visit --

11 A Yes, sir.

12 Q -- her mother on Hilton Head?

13 A Yes, sir.

14 Q How often, do you think?

15 A Once a year, at the most.

16 Q Okay. So you made at least five trips, plus or
17 minus, during the five years you dated?

18 A Yes, sir.

19 Q And I assume -- did you have occasion to go by
20 the station?

21 A Yes, sir.

22 Q And was the encroachment in use at the time,
23 during those five years prior to you coming to Hilton Head?

24 A Yes, sir.

25 Q And was it being used pretty much the same way

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Cross by Patterson

Page 36 of 40

000993

1 it's being used today, for people to cut through?

2 A Yes, sir.

3 Q And had you come to Hilton Head prior to that
4 five-year period?

5 A No, sir.

6 Q Okay. So, for your time reference, five years
7 from whenever you came to Hilton Head and started to run
8 the station, that encroachment was in existence, as best
9 you can recall?

10 A Yes, sir.

11 Q When you said Kumar came to talk to you about
12 moving the encroachment, who was going to pay to have all
13 that work done?

14 A I do not remember.

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

17 CROSS-EXAMINATION

18 BY MR. ALFORD:

19 Q Mr. Middleton -- Captain Middleton. Sorry, sir.
20 When you went about to pave or improve, or do anything with
21 that encroachment, did anybody stop you?

22 A No, sir.

23 Q Did anybody ever say, "Hey, man, get off my
24 land"?

25 A No, sir.

1 Q So you have treated it like it was your own?

2 A Yes, sir.

3 Q In fact, you took care of it like it was your
4 own?

5 A Yes, sir.

6 Q And that process would have began -- well, let me
7 ask this. Prior to you actually moving here, when you
8 would visit your family -- I'm sorry -- when you would
9 visit your future mother-in-law and you would see that
10 encroachment, they were taking care of it at that time and
11 maintaining it?

12 A I can't say that they were maintaining it.
13 Actually, you know, I do remember that Alice's husband at
14 the time, the big hole that was there, had gone up there a
15 couple times trying to fix the hole.

16 Q To keep people's cars from back there?

17 A Right, because it was an issue with people's
18 cars. So I do remember that he, a few times, had gone up
19 there and, you know, tried to put Quikrete in the hole or
20 something, just a --

21 Q Gravel or whatever?

22 A Right, a little patch repair.

23 Q All right. And that was going on before you ever
24 moved here?

25 A Yes, sir.

Bettye Anderson & Associates

Beaufort, South Carolina

Cross by Alford

(843)525-0791 (800)543-5506

Page 38 of 40

000995

1 MR. ALFORD: I don't have anything further.
2 Thank you.

3 REDIRECT EXAMINATION

4 BY MR. KUHN:

5 Q Just to -- the paving work and the meeting that
6 you had with Kumar, which occurred first?

7 A The paving.

8 Q And how long was it afterwards when you would
9 have met with Kumar? Within a year? Within a couple
10 years?

11 A I don't remember.

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

13 MR. PATTERSON: Thank you very much.

14 (Off the record.)

15 MR. PATTERSON: Do you want to read and sign
16 your deposition or -- most people waive it, but you
17 can just correct any typographical errors or --

18 WITNESS: Not unless you would really like
19 me to.

20 MR. PATTERSON: No. If you don't want to,
21 that's fine. Like I said, most people waive it.
22 Thank you very much.

23 (WHEREUPON, this deposition was concluded at
24 approximately 11:55 a.m.)

25 o0o

Bettye Anderson & Associates

Beaufort, South Carolina

Redirect by Kuhn

(843)525-0791 (800)543-5506

Page 39 of 40

000996

1 STATE OF SOUTH CAROLINA

2 COUNTY OF BEAUFORT

3
4
5 CERTIFICATE OF COURT REPORTER
6
7

8 I, Matthew Hazen Anderson, Court Reporter and Notary
9 Public in and for the State of South Carolina, do hereby
10 certify that the foregoing thirty-nine (39) pages of
11 typewritten testimony were taken down by me, and then
12 transcribed by me; that the same is a true, correct and
13 complete transcript of the proceedings as stated in the
14 caption.

15 I further certify that I am not of kin nor counsel to
16 any of the parties hereto, and, further, that I have no
17 interest whatsoever in the outcome of said proceedings.

18 IN WITNESS WHEREOF, I have hereunto set my hand and
19 seal this 4th day of May, 2015.
20

21 COPY
22

23 NOTARY PUBLIC FOR SOUTH CAROLINA

24 My Commission Expires

25 April 25, 2021



Bettye Anderson & Associates

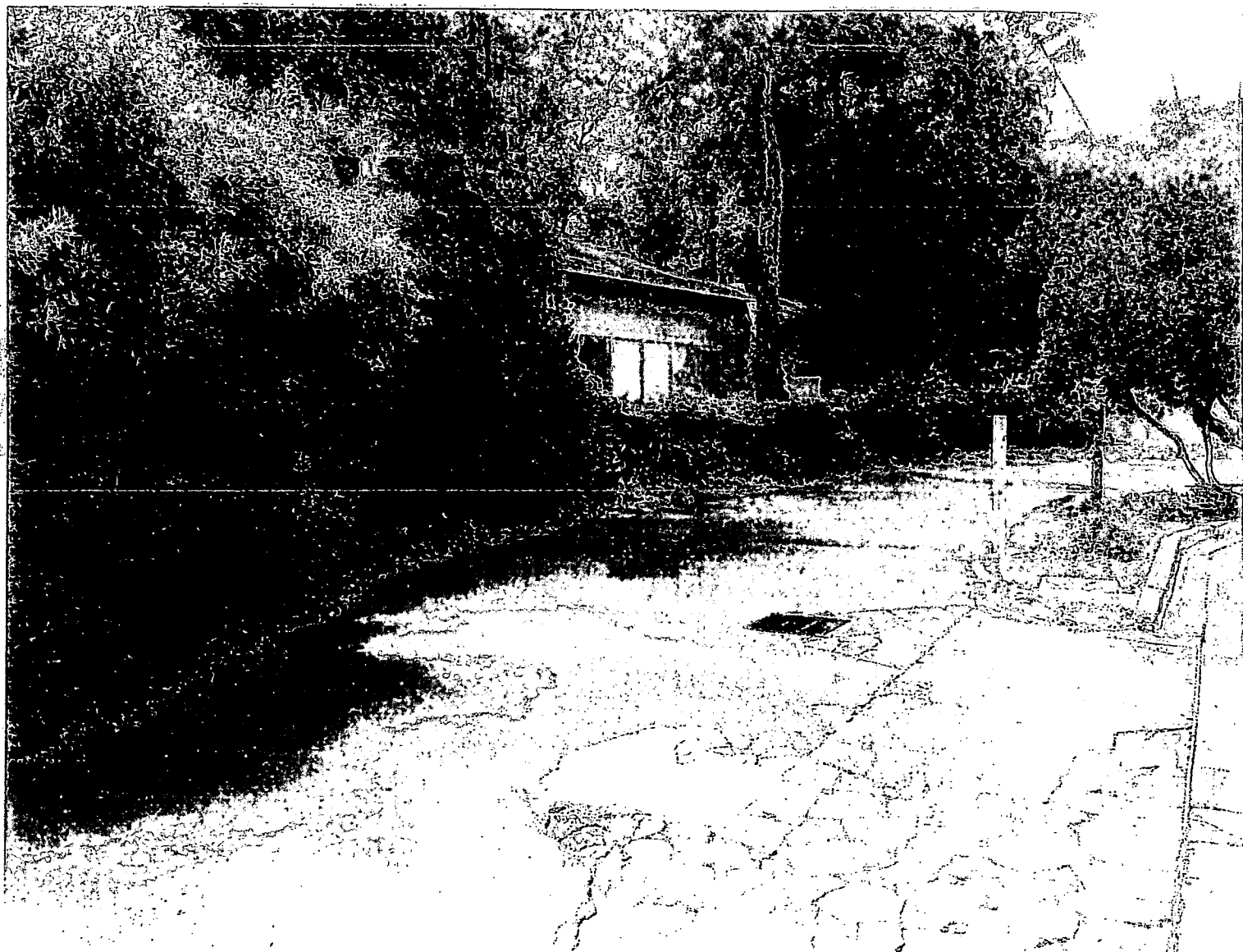
Beaufort, South Carolina

(843)525-0791 (800)543-5506

Notary Certificate

Page 40 of 40

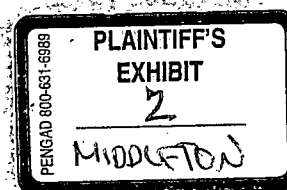
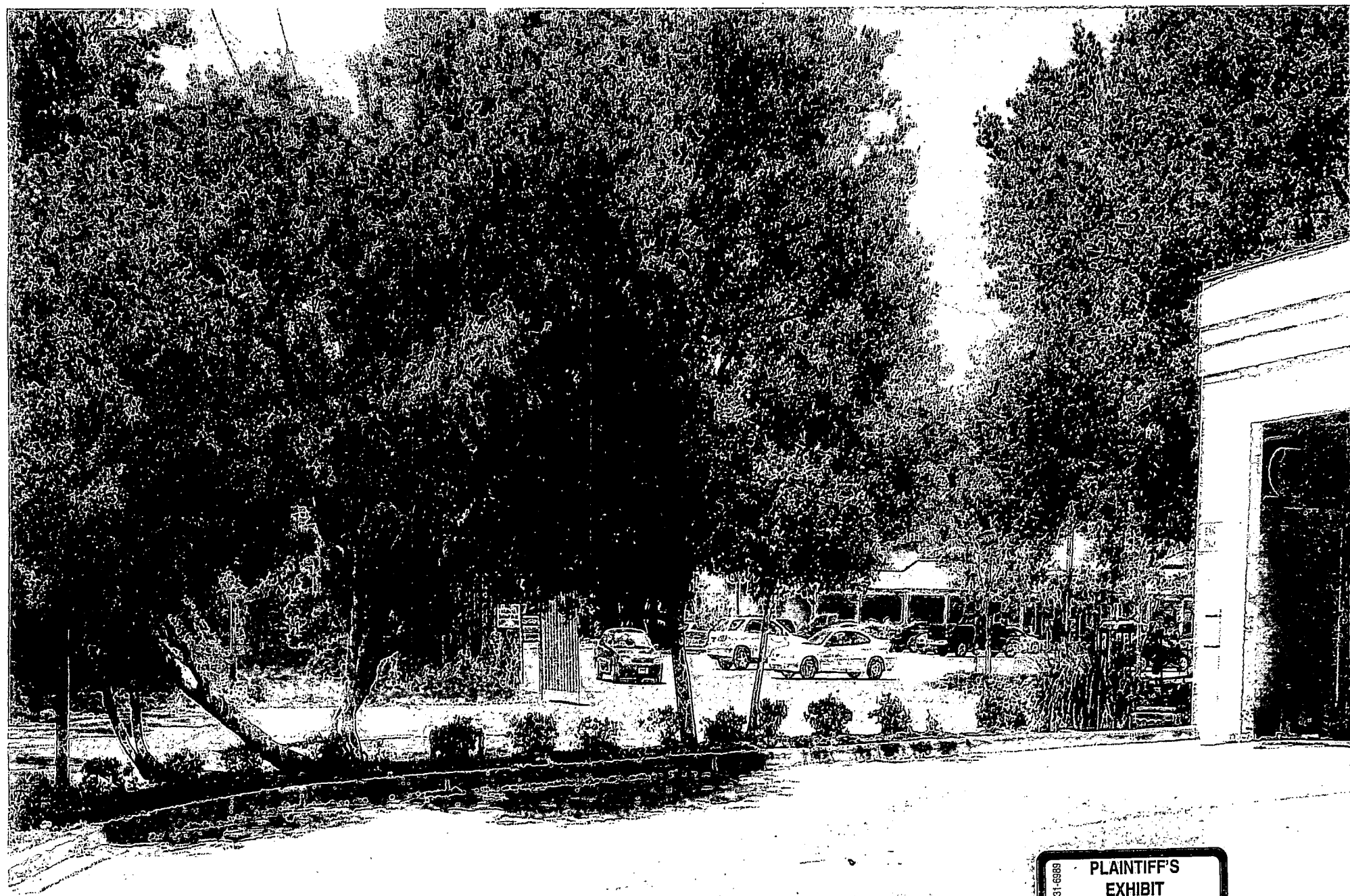
000997



000998

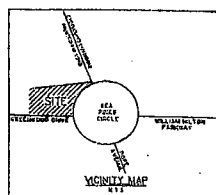
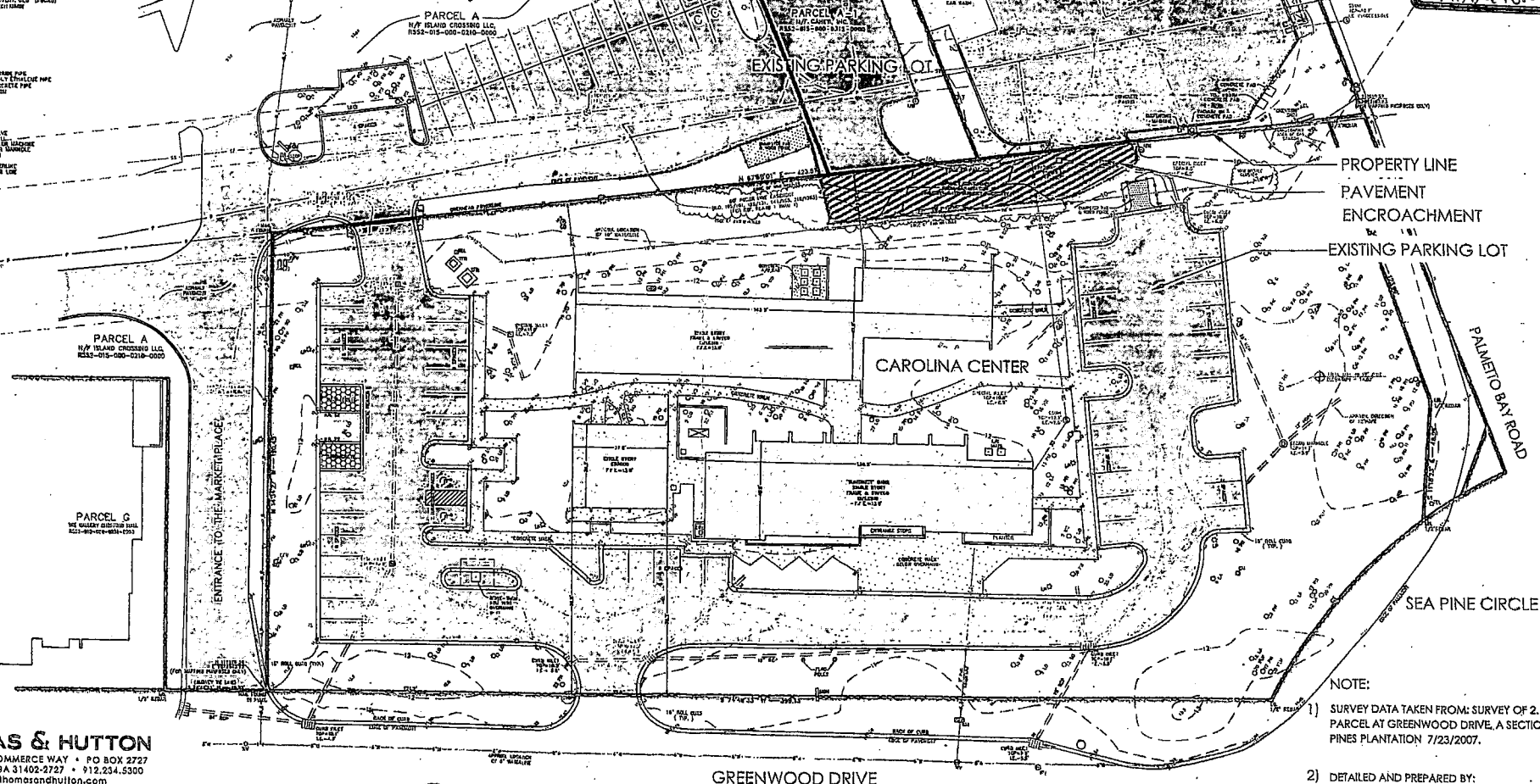


000999



PLAINTIFF'S
EXHIBIT
3
MIDDLETON

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	97.88'	200.00'	80.00'	87.01'	E 34° 12' N	30° 14' 00"

[illegible]

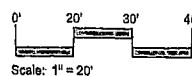
1) SURVEY DATA TAKEN FROM: SURVEY OF 2.19 ACRE
PARCEL AT GREENWOOD DRIVE, A SECTION OF SE,
PINES PLANTATION 7/23/2007.

2) DETAILED AND PREPARED BY:



This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2011 THOMAS & HUTTON



SURVEYING CONSULTANTS

17 Riverside Drive, Suite C, New York, NY 10028
 SO Telephone: (212) 818-3204 FAX: (212) 818-3205
 OJ Telephone: (212) 818-8778



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	SOUTH CAROLINA
/ ORGANIZATION:	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.

Physical Address // Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Postal Address // P.O. Box 11350 Columbia, SC 29211



<http://www.scsos.com/index.asp?n=18&p=4&s=18&corporateid=221363>

3/17/2009

Enmark
000811

001001

PENGAD 800-631-6989

PLAINTIFF'S
EXHIBIT

5

MIDDLEBURY

*Palmetto Bay Rd.
Within 100 ft. Area*

*When it finally
See how
Reception Center*

N15°40'00"W 158.61'

S35°40'00"E 205.86'

PALMETTO BAY ROAD
(66' R/W)

DUNBAR'S ALLEY

1-STORY STORAGE BUILDING

1-STORY STAFF BUILDING

SEWER LINE

LOCATION MAP

AREA = 28,076 Sq. Ft. / 0.644 ACRES

CHEVRON U.S.A.



651 p. 549

STATE OF SOUTH CAROLINA

REVENUE STAMPS

COLLECTED

WILSON & COLTRANE, P.A.

P.O. Box 21668

1000 Main Street

Head Island, South Carolina 29925-1C

COUNTY OF BEAUFORT

STATE 1410.50 COUNTY 596.75

BEAUFORT COUNTY, SC

31290 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.

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.

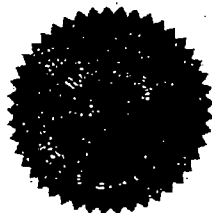
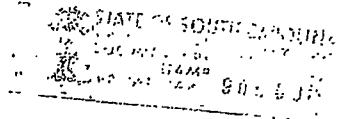
WITNESSES:

CHEVRON U.S.A. INC.

Kressa Lambert
Phyllis Gian

By:

Theodore E. Henn
Theodore E. Henn
Assistant Secretary.



STATE OF GEORGIA

BEAUFORT COUNTY TAX MAP REFERENCE

COUNTY OF COBB

Dist.	Map	Submap	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.

Lon E. Whitley
Notary Public



This instrument prepared by:
BRUCE G. BUHLER
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301



Enmark
000989

001003

08-25-1993 12:48PM FROM Wilson and Coltrane

TO

14049843080 P.09

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 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 E. Skatley
Notary Public for Cobb County, Georgia
My Commission Expires: 11/9/96



Enmark
000990

001004

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 Amillus & 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 Amillus & 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.

Enmark
000991

001005

BETHEA, JORDAN & GRIFFIN, P. A.

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 803-785-2171
JOHN C. WEST, JR.

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

*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



Enmark
000831

001006

PLAT BK. 22 PG. 85

CHEVRON

Q Bk. 38/53

Enmark
000832

001007

JOHN L. WILSON
CURTIS L. COLTRANE*
WILLIAM F. BRATT

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

*ALSO MEMBER VIRGINIA BAR
*ALSO MEMBER OF NEW JERSEY BAR

June 23, 1994

Cary S. Griffin, Esq.
Betinea, 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:

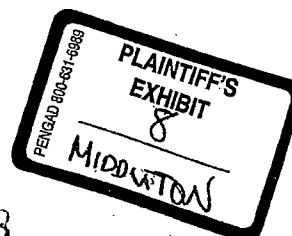
This is intended to respond to your letter of June 15, 1994 regarding an alleged encroachment of a driveway. Your letter also indicates that the purchaser of the Sea Pines Reception Center would not allow continued access over the roadway. You have also properly indicated that the driveway falls within 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.

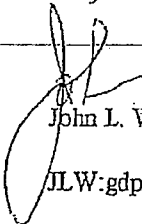


Enmark
000833

001008

With all best wishes, I remain,

Very truly yours,



John L. Wilson

JLW:gdp

Enclosure:

cc: Ms. Alice B. Means

GAGAYCARY,LET

Enmark
000834

001009

CAROLINA CENTER BUILDING CORP.

Post Office Box 7567
Hilton Head Island, SC 29938

2/8/08

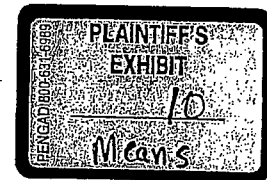
DEFENDANT'S
EXHIBIT

11

February 8, 2008

Mr. Jim Scott Middleton
Island Chevron
3, Palmetto Bay Road
Hilton Head, SC 29928

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,

A handwritten signature in cursive script, appearing to read "Kumar".

Kumar K. Viswanathan

KKV / Imp

ENC:

cc: Robert J. Arundell, Esq.



CC0011

001010

ACCESS EASEMENT 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: _____

001013

CC0014

WITNESSES:

GRANTEE:

CAROLINA CENTER BUILDING
CORP., A South Carolina corporation

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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: _____

CC0015

001014

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: _____

DEFENDANT'S
EXHIBIT

13

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

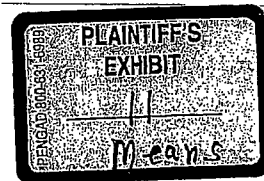
JOHN L. WILSON
WILLIAM F. BRATT*

*ALSO MEMBER NEW JERSEY BAR

June 2, 2008

TO: Kumar
FROM: John L. Wilson
RE: Easement Proposal to ASA, Inc.

VIA FAX#842-7033

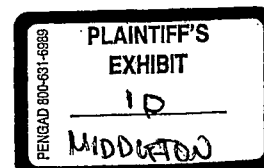


We represent ASA, Inc. I have not responded to you sooner as I have been gathering information necessary to evaluate your proposal. Our primary concern is to not overburden the ASA parcel so as to allow for future re-développement.

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).



CC0081

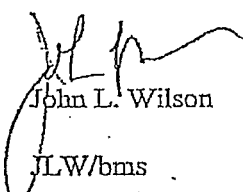
001016

Page 2.
Memo to Kumar
June 2, 2008

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.

CC0082

001017

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

W. MINOR, JR. (1940-2003)
JACK K. HAIGHT, JR.
ROBERT J. ARUNDELL*

THE CLARENDON BUILDING
VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

PHILIP JOHN RIOS

HILTON HEAD ISLAND, SOUTH CAROLINA 29938

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
MEMBER, HILTON HEAD ISLAND BAR ASSOCIATION

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, HHI CHAMBER OF COMMERCE

June 5, 2008

John L. Wilson, Esquire

Via FAX only to 681-2174

Wilson & Bratt, P.A.

P.O. Box 21668

Hilton Head Island, SC 29925

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 Jun 22, 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.

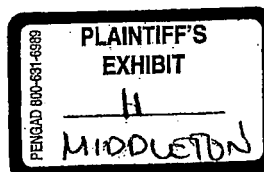
For several months, my client has been working with the other property owners and the Town. In fact, it is the Town's recommendation that we are proposing. We are trying to wrap up this phase of the project and I would like for you and I (along with our clients) to meet next week and discuss the issues. 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



CC0021

001018

MINOR, HAIGHT & ARUNDELL, P.C.

ATTORNEYS and COUNSELORS AT LAW

Easements

JOHN W. MINOR, JR. (1940-2003)

W. K. K. HAIGHT, JR.
RT J. ARUNDELL

THE CLARENDON BUILDING
VILLAGE AT WEXFORD
POST OFFICE DRAWER 6067

TELEPHONE (843) 785-8040
FACSIMILE (843) 785-3506
MHALAWFIRM.COM

PHILIP JOHN RIOS

HILTON HEAD ISLAND, SOUTH CAROLINA 29938

* ALSO A MEMBER OF THE NORTH CAROLINA BAR
MEMBER, HILTON HEAD ISLAND BAR ASSOCIATION

MEMBER, AMERICAN BAR ASSOCIATION
MEMBER, IHI CHAMBER OF COMMERCE

EX-15B

September 15, 2008

John L. Wilson, Esquire
Wilson & Bratt, P.A.

Also via FAX to 681-2174

P.O. Box 21668

Hilton Head Island, SC 29925

Re: Encroachment on to property owned by Carolina Center Building Corporation

Dear John:

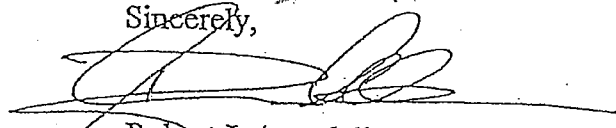
Thank you for taking my telephone call last week. As we discussed on the telephone, the Staples shopping center owner has decided not to give the easement that would accommodate the original plans shown to you and your client by Kumar Viswanathan in his effort help all the neighbors and improve overall 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.

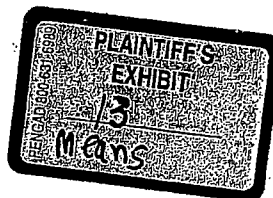
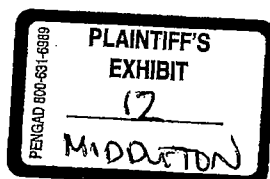
Sincerely,



Robert J. Arundell

RJA/bno

cc: Mr. Kumar K. Viswanathan



CC0022

001019



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is between ASA, Inc. ("Seller"), and Enmark Stations, Inc., a Georgia corporation ("Purchaser").

RECITALS:

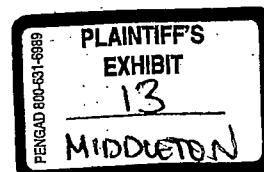
A. Seller is the owner in fee simple of certain real property situated in Beaufort County, State of South Carolina, said real property consisting of 0.644 acres, more or less, as shown on plat of survey for Chevron USA, prepared by METRO Engineering & Surveying Company, Inc. dated October 20, 1992 and 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.

170807



Enmark
000842

001020

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 Diligence 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 proration 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 weekends 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,

170807

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 1 and 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.

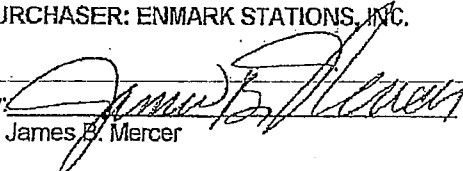
24.5 **Third Party Negotiations.** During the term of this Agreement, as the same may be extended, Seller shall not enter into negotiations with a third party or enter into any contractual relationship with a third party for the sale or lease of the Premises.

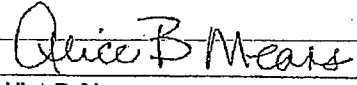
Execution of Purchase Contract: The individuals executing this contract on behalf of the Purchaser and Seller represent and warrant that they are duly authorized to execute the same so as to bind the Purchaser and Seller and are also authorized to sign any other documents needed to amend or supplement 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.

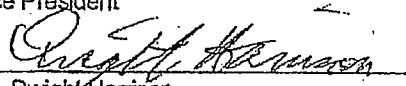
SELLER: ASA, INC.

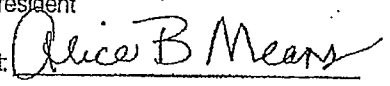
By: 
James B. Mercer

By: 
Alice B. Means

Its: Vice President

Its: President

Attest: 
Dwight Harrison

Attest: 

Its: Secretary

Its: Secretary

(Corporate Seal)

(Corporate Seal)

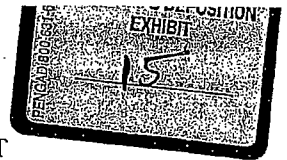
DATE: 11/05/08

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.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ADDENDUM TO PURCHASE AGREEMENT



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.

[Signature]
Purchaser Initial
[Signature]
Seller Initial

B. The Due Diligence Period mentioned in Paragraph 10 shall be changed to Ninety (90) calendar days from the date of this agreement. Seller agrees to grant to Purchaser one Thirty (30) calendar 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:

[Signature]
Seller Initial

[Signature]
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.



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.

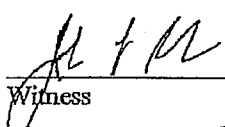
H. Paragraph 24.2 is amended to provide the following addresses for all notices to Seller:

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

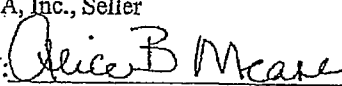
In all other respects the Purchase Agreement between the parties hereto shall remain unchanged.



Witness

Date: 11-20-08

ASA, Inc., Seller

BY: 

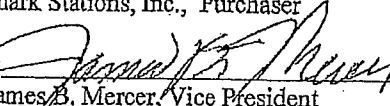
Alice B. Means, President



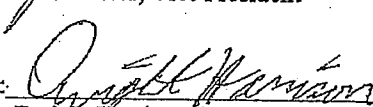
Witness

Date: 11/21/08

Enmark Stations, Inc., Purchaser

BY: 

James B. Mercer, Vice President

Attest: 

Dwight Harrison, Secretary

JALESIAUUNK\CONTRACT\addendum to Purchase Agreement Asa and Enmark.wpd

ELLIS, PAINTER, RATTERREE & ADAMS LLP

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

ATTORNEYS AT LAW
POST OFFICE BOX 9848
SAVANNAH, GEORGIA 31412-0148
TELEPHONE (912) 233-8700
FACSIMILE (912) 233-2281

OFFICES:
TENTH FLOOR
2 EAST BRYAN STREET
SAVANNAH, GEORGIA 31401-2602

OF COUNSEL:
KIMBERLY COFER HARRIS

JAMES K. AUSTIN
912.237.9733
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



Enmark
000548

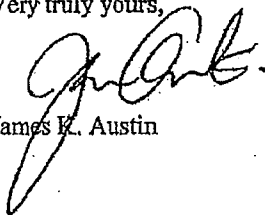
001030

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 E. 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.

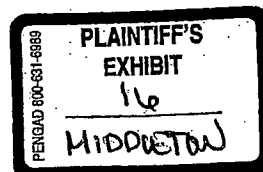
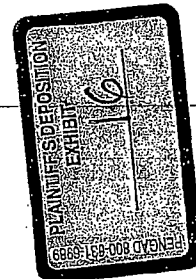
By: Alice B Means

Title: President

Enmark Stations, Inc.

By: [Signature]

Title: VP/General Manager



Enmark
000579

001032

3 PB
10
JRSN
34850
34845

BEAUFORT COUNTY SC - RCD
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)

COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE



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.

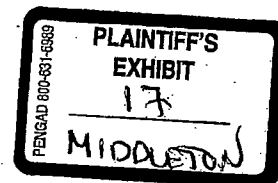
AND, SUBJECT TO the matters set forth above, **GRANTOR** does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said **GRANTEE**, its successors and assigns, against it and its successors and assigns, and all persons whomsoever 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.

J:\Shirley\Deeds & Seller Affidavits\ssa to enmark deed.vpd

Enmark / 8196.001 x32

Book2822/Page1941

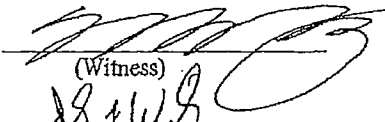
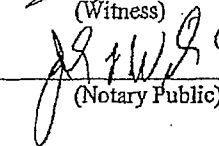


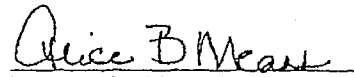
Enmark
000662

001033

SIGNED AND DELIVERED
IN THE PRESENCE OF:

ASA, INC.


(Witness)

(Notary Public)

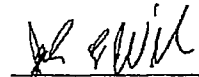

By: Alice B. Means, President

STATE OF SOUTH CAROLINA §
§
COUNTY OF BEAUFORT §

ACKNOWLEDGMENT
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:\Shirley\Deeds & Seller Affidavits\asa to enmark deed.wpd

Book2822/Page1942

Enmark
000663

001034

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\enmark deed.wpd

Book2822/Page1943

Enmark
000664

001035

1998 LMO Provisions

001036

EXHIBIT 83

welfare. The regulations hereby enacted are designed to exercise the full range of authority available to the Town under said Chapter 29 of Title 6 to:

- A. Promote the public health, safety and general welfare, while recognizing the rights of real property owners, by adopting a comprehensive zoning ordinance for the Town and providing for administrative procedures and development standards;
- B. Prevent the overcrowding of land and avoid undue concentration of population by creating zoning districts consistent with the character of each area within the Town and its peculiar suitability for particular uses and by adopting an Official Zoning Map consistent with the creation of such districts;
- C. Lessen congestion in the streets and to secure safety from natural disaster, fire, panic and other dangers by establishing density regulations within each zoning district and further by providing a means by which the rate of growth within the Town can be monitored and managed;
- D. Facilitate the adequate provision of transportation, water, sewerage, drainage, schools, parks, and other public requirements by providing a means for regulating the impact of development on community infrastructure;
- E. Regulate the subdivision and development of land, ensuring its orderly development and the concurrent provision of appropriate and necessary public facilities;
- F. Provide for the use of impact fees to finance the expansion of the transportation system to meet growth-related demand;
- G. Maintain a balance between the total development in the Town and the capacity of the Town and its infrastructure to serve such development;
- H. Protect designated corridors, natural resource areas, historic areas and scenic areas within the Town by establishing conservation and corridor overlay zoning districts and by establishing regulations related to the maintenance of quality aesthetic and environmental standards;
- I. Help achieve the goals, objectives and policies of the Town of Hilton Head Island Comprehensive Plan, as amended; and
- J. Carry out such other purposes in the public interest as may be specifically cited hereinafter.

Sec. 16-1-104. - Jurisdiction

This Title and the provisions contained herein shall hereafter govern all land development within the incorporated areas of the Town of Hilton Head Island, South Carolina, as now or may be hereafter established, together with such adjacent unincorporated areas of Beaufort County which the Town Council and the Beaufort County Council may jointly agree to become governed by this Title.

Sec. 16-1-105. - Applicability to Specific Development Activities

- A. The following development activities, whether publicly or privately conducted, shall be subject to the provisions and standards of this Title.
 1. **Use of a Structure or Land.** The establishment, re-establishment or change in use of a structure or land, whether temporary or permanent, which the Administrator determines would affect the area's natural environment, parking requirements, transportation patterns, public health or economic values.
 2. **Construction, Reconstruction or Alteration.** A building operation involving construction, reconstruction or alteration of the size of a structure which the

001037

Administrator determines would affect the area's natural environment, parking requirements, transportation patterns, public health or economic values.

3. **Increase In Land Use Intensity.** An increase in the intensity of land use, such as an increase in the number or size of nonresidential or residential uses in a structure or on land, or in the number of parking spaces or amount of impervious coverage, when the Administrator determines that such increase would affect the area's natural environment, parking requirements, transportation patterns, public health or economic values.
4. **Filling, Excavating or Dredging.** Commencement of any filling or excavating operation on a parcel of land or filling or dredging of intertidal or underwater land.
5. **Change In Effects or Conditions.** In connection with the use of land, the making of any material change in noise levels, vibration levels, lighting intensity, thermal conditions, odors or emissions of waste material.
6. **Alteration of a Shore, Bank or Floodplain.** Material alteration of a shore, bank, or floodplain of a seacoast, river, stream, lake or other natural water body.
7. **Utility Construction.** The construction or extension of any utility service line or facility.
8. **Subdivision.** The subdivision of land within the Town and the recording of a plat with the Register of Mesne Conveyances for Beaufort County.

- B. Development as designated in this Title shall include all other activities customarily associated with it unless otherwise specified herein. The change or repair of a structure or site infrastructure (e.g. parking, access drives) may result in development as defined herein. Development refers to the act of developing, redeveloping or the result of development. Reference to any specified activity not involving development is not intended to mean that the activity, when part of other activities, is not development.

Sec. 16-1-106. - Activities Not Constituting Development

- A. For purposes of this Title, the following activities shall not be considered to be development, unless otherwise specifically noted herein. If any of these activities necessitates the recording of documents or plats, except for item 1, such documents and plats shall be submitted to the Administrator for review and stamping prior to recording.
1. **Transfer of Title.** A transfer of title to land not involving the division of land into parcels.
 2. **Leases and Easements.** The creation or termination of leases and easements concerning development of land, or other rights, except that no easement required by this Title may be terminated without the approval of the Administrator.
 3. **Legal Exhibits and Documents.** The recording of any documents or plats expressly for the purposes of reference or attachment to a publicly recorded document when such recording does not result in subdivision of land into parcels. Such recording may include, but is not limited to, documents such as master deeds or covenants, or plats for mortgage or HUD filing purposes only.
 - 4.

001038

Combination or Recombination of Lots. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots comply with all standards of this Title.

5. **Division of Land into Five Acre or Larger Parcels.** The division of land into parcels of five acres or more where no new street is involved.

(Revised 1/15/08—Ordinance 2008-01)

B. A plat application shall be considered complete when the following applicable items have been submitted on a plat along with a completed plat stamping checklist form. Submit three plats (one for the Town and two for Beaufort County), as well as any additional copies the applicant may wish to have stamped. These plats shall contain existing and proposed parcel lines, easement lines and any existing structures. These plats shall also contain a signature block which shall be signed by the owner of record before these plats can be stamped for recording purposes; this requirement may be waived if the applicant presents a written acknowledgement of the action in a legally recordable form, such as, but not limited to an easement, a right of entry, or a deed. The above requirement shall not apply to plats related to public projects, such as easements obtained through condemnation for a public pathway.

1. Owner of Record Signature (Sign plat as it appears on the deed). Example: "I the undersigned, as the Owner of Record of parcel(s) R### ### ### ###, agree to the recording of this plat."
2. Property Deed/Title Source (See Sec. 16-3-303(C)).
3. Title—Purpose of survey.
4. Vicinity Sketch—Map of property location.
5. Address, State and County where property to be recorded is located.
6. Who the survey was prepared for, name(s) on deed.
7. Tax District, Map and Parcel Number of subject property.
8. Total acreage of parcel(s).
9. All property access improvements.
10. Easements.
11. Recorded easement documents.
12. Date of survey and date of any revisions.
13. Graphic and numeric scale.
14. North arrow.
15. Certification of surveyor stating "class" of survey.
16. Existing monuments—Property pins.
17. Improvements.
18. Surveyor's original embossed seal, signature, surveyor ID, address and registration number.
19. "S.C. Certificate of Authorization" embossed seal when survey done by corporation, firm, association, partnership, or other such entity.
20. FEMA zone information—Property assigned flood zone.
21. Flood disclosure statement (See Section 16-5-1502).
22. Notation of specific reference plats.
23. Transfer agreement—Legal document showing property owner change.
24. OCRM critical line and base line.
- 25.

001039

CHAPTER 2. - REVIEW AND DECISION-MAKING BODIES

ARTICLE IV. - DESIGN REVIEW BOARD

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 2. - REVIEW AND DECISION-MAKING BODIES >> ARTICLE I. - ADMINISTRATOR >>

ARTICLE I. - ADMINISTRATOR

Sec. 16-2-103. - Appeal

Sec. 16-2-101. - Identified

(Revised 2/3/09—Ordinance 2009-02)

Sec. 16-2-102. - Powers and Duties

- A. Make administrative interpretations of this Title;
- B. Review and take action on development plans, tree protection and wetland alteration applications, conditional uses, minor sign permits, new development names, subdivisions, certificates of compliance and development sureties;
- C. Review and take action on certain traffic impact analysis plans;
- D. Review and take action on minor amendments to PUD master plans; and
- E. To review applications and prepare staff reports regarding other applications as required in Chapter 3

Sec. 16-2-103. - Appeal

Appeal from any administrative decision of the Administrator shall follow the procedures established in Chapter 3, Article XX.

001040

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 3. - DEVELOPMENT
REVIEW PROCEDURES >> ARTICLE III. - DEVELOPMENT PLAN REVIEW >>

ARTICLE III. - DEVELOPMENT PLAN REVIEW

- Sec. 16-3-301. - Applicability
- Sec. 16-3-302. - Development Exempt from Approval
- Sec. 16-3-303. - Requirements for a Complete Application
- Sec. 16-3-304. - Landscape Plan Requirements
- Sec. 16-3-305. - Site Lighting Plan Requirements
- Sec. 16-3-306. - Telecommunications Facility Plan
- Sec. 16-3-307. - Emergency Preparedness Documentation
- Sec. 16-3-308. - Review and Action by Administrator
- Sec. 16-3-309. - Appeal
- Sec. 16-3-310. - Expiration of Approval
- Sec. 16-3-311. - Abbreviated Development Plan Review

Sec. 16-3-301. - Applicability

All proposed development as defined by this Title, unless expressly exempted below, shall be subject to Development Plan review by the Administrator. No building permit application shall be reviewed by the building official until a development plan approval has been granted. Family Housing Developments shall be subject to the Abbreviated Development Plan Review process.
(Revised 10/5/99—Ordinance 1999-31)

Sec. 16-3-302. - Development Exempt from Approval

The following activities or uses shall be exempt from a development plan review, although they may be reviewed under a separate administrative procedure where noted in this section or in other sections of this Title.

- A. **Public Projects.** The construction of any public street or minor utility. Such public project development plans shall be submitted and reviewed by the Administrator under a separate administrative procedure consistent with state law for conformance with the requirements of Chapter 6.
- B. **Maintenance.** Maintenance of any structure is exempt from development plan review except that changes in materials or colors of such structures within the Corridor Overlay Zoning District shall be reviewed by the Design Review Board according to the standards and guidelines in Chapter 4 and the administrative procedure in Article X.
- C. **Agricultural.** The use or intended use of land, with or without accessory structures, for purposes of agriculture, raising of crops or animals, forestry, mariculture and the like. Agricultural activities shall comply with the requirements of Chapter 6.
- D. **Single Family Residences on Individual Lots.** All structures located on single family residential lots, including factory built housing, which are built or placed on individual lots with no other dwellings on them, are exempt from the development plan review process but shall comply with the provisions set forth below. Compliance with these provisions shall be verified through the building permit process. Any variance request

001041

to a design and performance standard for single family detached residences shall follow the procedures outlined in Chapter 3, Article XIX.

(Revised 1/15/08—Ordinance 2008-01)

1. Chapter 4, Article VII, Forest Beach Neighborhood Character Overlay District;
2. Chapter 4, Article VIII, Folly Field Neighborhood Character Overlay District;
3. Chapter 4, Article IX, Holiday Homes Neighborhood Character Overlay District;
4. Chapter 4, Article XVII, Height;
5. Chapter 5, Article V, Sec. 16-5-509, Access to Streets;
6. Chapter 5, Article VII, Setbacks;
7. Chapter 5, Article VIII, Sec. 16-5-806.C Buffer Adjacent to Beachfront Line (minimum only);
8. Chapter 5, Article XII, Parking and Loading Standards;
9. Chapter 5, Article XVI, Fire Protection Water Supply;
10. Chapter 6, Article II, Sec. 16-6-204, Wetland Buffers; and
11. Title 15, Building and Building Codes, Chapter 9, Flood Damage Controls, of the Municipal Code of the Town of Hilton Head Island.

(Revised 2/7/06—Ordinance 2006-02)

- E. **Home Occupations.** Home occupations as defined in this Title and as regulated by Sec. 16-4-1402
- F. **Accessory Structures Integral to Permitted Development.** Any accessory structure or use, whether temporary or permanent, integral to an approved development permitted in accordance with the provisions of this Title. Such accessory structure or use shall comply with the design and performance provisions of this Title.
- G. **Temporary Uses, Nonmaterial.** Those activities of short duration that do not materially affect the area's natural environment, parking requirements, transportation patterns, public health or economic values shall be reviewed for approval by the Administrator as provided for in Chapter 4, Article XV, and elsewhere in the Municipal Code.

(Revised 6/15/99—Ordinance 1999-19; Revised 10/5/99—Ordinance 1999-31; Revised 8/15/00—Ordinance 2000-23; Revised 3/19/02—Ordinance 2002-06; Revised 4/2/02—Ordinance 2002-10; Revised 7/16/02—Ordinance 2002-27; Revised 9/1/09—Ordinance 2009-22)

Sec. 16-3-303. - Requirements for a Complete Application

A Development Plan Application shall be considered complete when the following items have been submitted.

- A. **Application Form and Fee.** An application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105
- B. **Certification of Owner Consent.** Notarized certification, written and signed by the development site owner of record, that such owner formally consents to the proposed development.
- C. **Property deed.** Copy of property deed to the lot of record or portions thereof which constitute the proposed development site.
- D. **Boundary survey plat.** One copy of the boundary survey plat of the lot of record or portions thereof which constitute the proposed development site at a minimum scale of 1"=50' or other appropriate scale acceptable to the Administrator. Upon such plat shall appear:

001042

Hardship Due to Eminent Domain. Where the alleged hardship results from the taking of part of the property of the applicant by eminent domain, thus reducing the land area available for parking, buffers and other purposes, the applicant shall have the burden of proving that, after good faith efforts by the applicant or the applicant's predecessor, the condemning authority failed or refused to provide the applicant compensation adequate to cover the value of both the land actually taken and the economic impacts of the reduction in the size of the remaining property; only if the applicant meets such burden of proof will a hardship under these conditions be considered adequate to justify the granting of a variance.

Sec. 16-3-1907. - Expiration of Approval

Vesting of approvals shall follow regulations as set forth in Sec. 16-3-310.

(Revised 6/21/05—Ordinance 2005-19)

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 3. - DEVELOPMENT REVIEW PROCEDURES >> ARTICLE XX. - APPEALS OF ADMINISTRATIVE DECISIONS >>

ARTICLE XX. - APPEALS OF ADMINISTRATIVE DECISIONS

Sec. 16-3-2001. - Who May Appeal

Sec. 16-3-2002. - Deadline for Submission of Application

Sec. 16-3-2003. - Action by Board of Zoning Appeals

Sec. 16-3-2004. - Submission Requirements

Sec. 16-3-2001. - Who May Appeal

Any person aggrieved by a decision, interpretation or determination of the Administrator or the Planning Commission may bring an appeal to the Board of Zoning Appeals by filing an application with the Administrator. An aggrieved person is defined as any property owner within 350 feet of the property for which a decision or determination has been rendered, and may include persons owning property beyond 350 feet if it is determined by the Board of Zoning Appeals that such property owners may be affected by a decision or determination of the Administrator or the Planning Commission.

Sec. 16-3-2002. - Deadline for Submission of Application

An application for appeal shall be filed (received by the Administrator or postmarked) within 14 calendar days of receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals.

(Revised 1/15/08—Ordinance 2008-01)

Sec. 16-3-2003. - Action by Board of Zoning Appeals

At the conclusion of the proceeding on the appeal, the Board of Zoning Appeals shall take one of the following actions and make written findings consistent with the provisions of this Article:

(Revised 9/5/06—Ordinance 2006-19)

A. Affirm the action of the Administrator or,

001043

(Revised 6/15/99—Ordinance 1999-19; Revised 1/25/00—Ordinance 2000-03)

Sec. 16-5-808. - Permitted Activity in Street Buffers

The following activities may occur in required street buffers.

- A. Street and/or driveway access, provided that it is approximately perpendicular to the right-of-way.
- B. This section does not apply to single-family residential lots. Water, sanitary sewer, electrical, telephone, natural gas, cable, storm drainage or other service lines provided they are approximately perpendicular to the street right-of-way. If installed approximately parallel to the street right-of-way, an equal amount of buffer shall be required to substitute for the area of vegetation removal. Permission for easement and right-of-way disturbance and clearings for such services shall be more favorably considered when such activity is consolidated with vehicular access routes. If the easement is parallel within the required buffer; it may be included within the required buffer as long as the easement will still function as a buffer as determined by the Administrator based on compliance with the following criteria:
 - 1. Provides an aesthetically acceptable visual separation;
 - 2. There is spatial separation between adjacent land uses;
 - 3. Any negative effects of uses are minimized;
 - 4. Appropriate plant material exists, including trees and/or understory vegetation; and
 - 5. Structural elements exist where appropriate, including but not limited to fences, walls, berms or other elements.

Landscape plans, site plans, or supporting documentation shall be submitted to the Administrator to determine compliance. The documents shall state the purpose of the easement, indicate whether or not vegetation would be permitted to be planted or remain in place, and indicate the party responsible for maintaining existing vegetation or planting new vegetation should clearing of the buffer be required.

(Revised 1/6/09—Ordinance 2009-01)

- C. Pathways designed to provide continuous connections between adjoining properties.
- D. Publicly owned facilities may be permitted to include items approved by the Administrator, including but not limited to fountains, plazas, and sculptures, within the required street buffer.

(Revised 3/6/07—Ordinance 2007-05)

- E. Lighting fixtures.
- F. Signage to the extent permitted by the sign regulations in Article XIII.
- G. Clearing for sight distances at the permitted entrances and exits to any development as required to provide for reasonable traffic safety.

Sec. 16-5-809. - Permitted Activity in Other Buffer Areas

The following development activity may occur within buffers other than street buffers:

- A. Street or driveway access between adjoining properties provided that it is approximately perpendicular to the common property line.
- B. This section does not apply to single-family residential lots. Water, sanitary sewer, electrical, telephone, natural gas, cable, storm drainage or other service lines provided they are approximately perpendicular to the common property line. If

001044

installed approximately parallel to the common property line, an equal amount of buffer shall be required to substitute for the area of vegetation removal. Permission for easement and right-of-way disturbance and clearings for such services shall be more favorably considered when such activity is consolidated with vehicular access routes. If the easement is parallel within the required buffer; it may be included within the required buffer as long as the easement will still function as a buffer as determined by the Administrator based on compliance with the following criteria:

1. Provides an aesthetically acceptable visual separation;
2. There is spatial separation between adjacent land uses;
3. Any negative effects of uses are minimized;
4. Appropriate plant material exists, including trees and/or understory vegetation; and
5. Structural elements exist where appropriate, including but not limited to fences, walls, berms or other elements.

Landscape plans, site plans, or supporting documentation shall be submitted to the Administrator to determine compliance. The documents shall state the purpose of the easement; indicate whether or not vegetation would be permitted to be planted or remain in place, and indicate the party responsible for maintaining existing vegetation or planting new vegetation should clearing of the buffer be required.

- C. Pathways designed to provide continuous connections between adjoining properties.
- D. Lighting fixtures.

(Revised 1/6/09—Ordinance 2009-01)

Sec. 16-5-810. - Buffer Materials

- A. The buffer may be enhanced (or created, where such vegetation is insufficient or nonexistent) with trees and shrubs of a variety and species appropriate to the Island character. If the buffer already has trees of protected size and species as noted in Chapter 6, Article IV, their preservation is required. Where groupings of native shrubs are present, their preservation with minimum disturbance is strongly encouraged.
- B. While complete screening of a project is not required, sufficient plant material shall be retained and/or installed to accomplish the softening effect required above. In order to maintain the screening effect, existing vegetation shall not be limbed-up from the ground more than 5 feet to the lowest branches, provided that additional height may be permitted at intersections to achieve the sight triangle standard set forth in Sec. 16-5-508. However, if understory planting is planned, existing vegetation may, with the approval of the staff, be limbed-up to a height that will provide adequate sunlight to those plants.
- C. Minimum height and caliper of new trees shall be consistent with provisions of the tree protection requirements of Chapter 6, Article IV. Minimum height of new shrubs used to create the buffer shall be 3 feet at installation.

Sec. 16-5-811. - Review of Installed Buffer

One year after a Certificate of Compliance has been issued, the buffer shall be reviewed to determine its adequacy in regard to softening and screening required above. Where insufficient plant materials were originally installed, plant materials have died, or the buffer is otherwise

001045

Sec. 16-7-103. - Authority to Continue

Nonconformities shall be allowed to continue in accordance with the regulations of this Chapter.

Sec. 16-7-104. - Burden of Proof

The burden of establishing that any nonconformity is a legal nonconformity as defined by this Title shall, in all cases, be upon the owner of such nonconformity and not upon the Town or any other person.

Sec. 16-7-105. - Repairs and Maintenance

- A. Repairs and normal maintenance required to keep nonconforming uses or structures in a safe condition are permitted, provided that no alterations may be made except those allowed by this Chapter or required by law or ordinance.
- B. This Chapter shall not be construed as to prevent strengthening or repair of a structure in compliance with the order of a public official whose duties include protecting the public safety.

Sec. 16-7-106. - Waiver by Administrator

The Administrator may waive any provision of Article III or IV dealing with nonconforming structures and site features, respectively, upon a determination that:

- A. The proposed expansion, enlargement or extension does not encroach further into any required buffers or setbacks or increase the impervious area; and
- B. The proposed expansion, enlargement, or extension does not occupy a greater footprint than the existing nonconforming site feature or structure; and
- C. The proposed expansion, enlargement, or extension does not result in an increase in density greater than allowed per Section 16-4-1601, or the existing density, whichever is greater; and
- D. The applicant agrees to eliminate nonconformities or provide site enhancements that the Administrator determines are feasible in scope and brings the site into substantial conformance with the provisions of this Title (e.g. meeting buffer, impervious area and open space requirements); and
- E. The proposed expansion, enlargement or extension would not have a significant adverse impact on surrounding properties or the public health, safety and welfare; and
- F. If an applicant requests to relocate a nonconforming structure on the same site, they must bring the structure into conformance to the extent deemed practicable by the Administrator.

(Revised 3/6/07—Ordinance 2007-05; Revised 2/3/09—Ordinance 2009-02)

Sec. 16-7-107. - Discontinuance or Abandonment

- A. Any nonconforming use which has been discontinued for a period of twelve consecutive months shall not be re-established. Any structure or land, or structure and land in combination which was formerly devoted to a nonconforming use which has been discontinued for a period of twelve consecutive months, shall not again be devoted to any use other than those uses which are allowable in the zoning district in

001046

On behalf of the Town, the Administrator may take any one or more of the following actions as a remedy for any violation of this Title, as defined in Sec. 16-8-101.

- A. Withhold any approvals or permits required by this Title;
- B. Issuance of stop orders against any work undertaken by an entity not having a proper approval or permit required by this Title;
- C. Issuance of stop orders against any actions in violation of this Title 16;
- D. By bringing an action for an injunction (or, in appropriate cases, for mandamus) to prevent the violation and/or to prevent the occupancy or use of any site or structure involved in the violation;
- E. By bringing an action for injunction or mandamus to abate a violation; or
- F. By prosecuting the violation as a misdemeanor.

Sec. 16-8-105. - Other Enforcement Actions

An adjacent or neighboring property owner who would be specially damaged by any violation may in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure or land. This is in addition to the right of the Town to bring an enforcement action.

Sec. 16-8-106. - Tree Protection Violation

- A. Each unauthorized removal, destruction or failure to replace a tree shall constitute a separate offense. Nothing herein shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violations. Tree planting shall also be required on an inch for inch basis; for example, removal of a 30" live oak shall require replacement of 30 inches of live oaks.
- B. If the species removed is not available through a nursery, the Administrator shall assign another species within the same category.
- C. The size of replacement trees shall be approved by the Administrator.

(Revised 9/2/03—Ordinance 2003-27)

Sec. 16-8-107. - Impoundment of Signs

- A. In addition to other remedies listed above, the Administrator shall have the authority to remove and hold any sign or sign structure subject to impoundment by the provisions of this Title. The following signs shall be subject to impoundment:
 - 1. Any prohibited sign as listed in Sec. 16-5-1304 is subject to impoundment without notice to the owner.
 - 2. Any sign that is installed or used in any way not consistent with these requirements of this Title, provided that notice has been given as set forth in Sec. 16-8-103, and no action has been taken by the owner within the specified timeframe.
- B. The owner of an impounded sign or sign structure may recover same upon the payment of \$50.00 for each sign plus the costs of removal. In the event it is not claimed within 10 days from the date of impoundment, the Administrator shall have authority to dispose of such sign or sign structure without compensation to the owner.

001047

Sec. 16-8-108. - Violations Continue

Any violation of the previous Title 16, Chapter 7 shall continue to be a violation. Resolving the violation shall require conformance to the regulations in effect at the time the violation is terminated, not regulations that may have been in effect at the time the violation was initiated. Any violation that was not discovered by the Town under the previous Title 16, Chapter 7, shall be resolved under the provisions of this Title. The lack of prior enforcement shall not constitute any degree of recognition, approval or entitlement.

Sec. 16-8-109. - Penalties

- A. **Fine and imprisonment.** Any person violating any provisions of this Title shall be guilty of a misdemeanor and upon the conviction thereof shall forfeit and pay such penalties as the court may decide as prescribed by South Carolina law, not to exceed \$500.00 or 30 days imprisonment or both for each violation. Each day's continued violation shall constitute a separate offense.
- B. **Further penalties.** In the event any development activity is undertaken prior to approval and issuance of a development permit and if the developer is declared guilty by a court of competent jurisdiction in accordance with the provisions of this Chapter, in addition to other prescribed remedies in this Chapter, the Administrator shall not consider the developer's application for development plan approval and subsequent issuance of a development permit for that project for a period not to exceed 90 days from the date of determination of violation.
- C. **Other action.** Nothing herein shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violation.

001048

- A. The following abbreviations used in this Title are intended to signify the terms noted below. An asterisk (*) indicates the term is further defined in this Chapter.
- B. For explanation of abbreviations used to designate zoning districts on the official zoning map or elsewhere in this Title, see Chapter 4

Abbrev.	Complete Term
ADT*	Average daily trips
ARB*	Architectural review board
CIP	Capital improvements program
DHEC	South Carolina Department of Health and Environmental Control
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Maps
HHI	Hilton Head Island
LOS*	Level of service
MSL	Mean sea level
OCRM	(DHEC) Office of Ocean and Coastal Resource
PSD	Public Service District
PUD*	Planned unit development
SCCODE	South Carolina Code of Laws (1976, as amended)
SCDOT	South Carolina Department of Transportation

**Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 10. - DEFINITIONS >>
ARTICLE II. - DEFINITIONS >>**

ARTICLE II. - DEFINITIONS

Sec. 16-10-201. - Defined Terms

Sec. 16-10-201. - Defined Terms

Except as specifically noted herein, each word or term used in this Title has its customary dictionary definition or the definition from any other published source determined appropriate by the Administrator. For purposes of this Title, certain words or terms used herein are defined below and shall have the meanings ascribed to them.

"A" Terms

Abandoned Sign: Any permitted sign or sign structure which was erected on a premises in conjunction with a particular use which use has been discontinued for a period of 30 days or more, or a permitted temporary sign for which the permit has expired.

Access: The right or ability of pedestrians, vehicles and boats to enter and leave property.

Accessory Use or Building: A use or building that is subordinate to the principal use or building and which is located on the same lot.

Accessory Structure: A building or structure subordinate and incidental to, and located on the same lot with, a principal building, the use of which is customarily found in association with and is clearly incidental to that of the main building or to the use of the land, and which is not attached by any part of a common wall or roof to the principal building.

(Revised 1/15/08—Ordinance 2008-01)

001049

Base Flood Elevation: That elevation, expressed in feet above mean sea level, to which flooding can be expected to occur on a frequency of once in every one hundred years, or which is subject to a one percent or greater chance of flooding in any given year.

(Revised 1/15/08—Ordinance 2008-01)

Beachfront Line shall have the same location as the 1999 OCRM Baseline. The South Carolina State Plane coordinates which bound the 1999 OCRM Baseline are the same as those utilized to locate the Beachfront Line (see Appendix A, Table 1).

(Revised 9/1/09—Ordinance 2009-22)

Bedroom: Any room primarily designed or used for sleeping in a structure.

Bed and Breakfast: A commercial development whose outside appearance is that of a residential property with no more than 10 guest rooms designed for and occupied by transients renting rooms on a daily basis and usually staying less than 7 days. The rooms are connected by internal corridors for access, and unless otherwise expressly allowed, ancillary uses and activities shall be prohibited. Food services shall be allowed provided that it is only offered to registered guests.

(Revised 10/5/99—Ordinance 1999-29)

Benefit District: All of the area within the incorporated limits of the Town, unless and until otherwise defined by amendment to this ordinance.

Best Management Practices (BMPs): A practice, or a combination of practices, that are determined to be effective, practical means (technological, economical and institutional) of preventing or reducing the amount of pollution generated by nonpoint sources. Examples of BMPs include but are not limited to detention ponds, sediment basins, filter strips and buffer zones.

(Revised 9/2/03—Ordinance 2003-27)

Bicycle Shop: Sales, service and rental of new or used bicycles and accessories.

(Revised 9/5/06—Ordinance 2006-19)

Bike Lane: A corridor expressly reserved for bicycles, existing on a street or roadway in addition to any lanes for use by motorized vehicles.

(Revised 6/21/05—Ordinance 2005-19)

Board of Zoning Appeals: The Town of Hilton Head Island Board of Zoning Appeals.

Buffer: An area consisting of landscaping, walls, fences or berms designated to ensure protection against real or potential incompatibility between adjoining land uses of different types and/or intensities of development.

Building: Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any person, process, equipment or goods. Each portion of a building separated from other portions by a firewall shall be considered as a separate building.

Building Alteration: Any change in the supporting members of a building (such as bearing walls, columns or girder), any addition to or reduction of a building, any change in use or any relocation of a building from one location or position to another.

Building Line: A line that defines the distance a structure shall be set back from a lot boundary line or a street right-of-way. In all cases, the building lines of a lot shall run parallel to right-of-way lines and lot boundary lines.

Building Permit: A permit issued in accordance with the Town Building Code then in effect and this Title.

Building, Principal: A structure in which the main or primary use of the lot is conducted, as contrasted to an accessory building in which uses subordinate to the primary use are conducted.

By Right: Land uses that are permitted in a zoning district without requiring a conditional use or special exception review.

001051

(

Copy: Any letters, numerals or characters used in any combination and displayed on a sign.

Corner Lot: A lot abutting on two or more streets at their intersection, where the interior angle of the intersection does not exceed one hundred twenty degrees.

(Revised 1/15/08—Ordinance 2008-01)

Covered Porch: A covered area with or without walls that is connected to a structure.

(Revised 9/5/06—Ordinance 2006-19)

Created Wetland: The conversion of a persistent upland or shallow water area into a wetland through some activity of man.

Cul-De-Sac: A street with only a single means of ingress and egress leading to a turn-around at the end.

"D" Terms

Deciduous: Those trees that shed their leaves in the fall or winter.

Decorations: Any object or group of objects used to ornament or embellish.

Degraded Wetland: A wetland altered by man through impairment of some physical or chemical property which results in a reduction of habitat value or other reduction of functions (i.e. flood storage).

Delineation: A scientific method of determining locations of wetlands by testing vegetation, soils and hydrology, and marking and surveying the boundaries.

(Revised 9/2/03—Ordinance 2003-27)

Density: A measurement of intensity defined as the number of dwelling units or rooms per net acre of land or the square feet of gross floor area for nonresidential purposes.

Density Bonus: An additional density increase over the otherwise base residential density allowed in a designated district.

(Revised 9/5/06—Ordinance 2006-17)

Department or Discount Store: A general merchandising store offering a full line of goods.

(Revised 2/7/06—Ordinance 2006-02)

Detention: The collection and storage of surface water for subsequent controlled discharge at a rate which is less than the rate of inflow. (See also "retention")

Developer: The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development including the holder of an option or contract to purchase, or any other person having an enforceable proprietary interest in such land.

Development: Development means the use of a structure or land; or the construction, reconstruction or alteration of a structure; or an increase in land use intensity; or filling, excavating or dredging a parcel or intertidal or underwater land; or a change in effects or conditions of a site; or the alteration of a shore, bank or floodplain; or the construction or extension of a utility; or the subdivision of land. (See Chapter 1, Article I for details)

(Revised 1/15/08—Ordinance 2008-01)

Diameter at Breast Height (DBH): The diameter in inches of a tree measured at 4½ feet above the existing grade.

Dilapidated Sign: Any sign which in the Administrator's reasonable opinion is structurally unsound, has defective parts or is in need of painting or maintenance.

Directory Sign: Any sign listing the businesses or services within a commercial center or commercial subdivision.

Disaster: Any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or national security incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile military action, hurricane, landslide, mudslide,

001053

(Revised 7/18/16—Ordinance 2006-13)

(Revised 3/6/07—Ordinance 2007-05)

Divisible Dwelling Unit: A dwelling unit in a multifamily residential development which includes one or more lock-out bedrooms that can be physically closed or locked off from the remainder of the dwelling. Such units must have a bathroom, and may not have a separate outside entrance. Size is limited to 50 percent of the square footage of the remaining base unit.

Drainage Facility: Any component of a drainage system.

Driveway: For multi-family residential, commercial and industrial uses, a travel way designed to provide adequate ingress and egress for vehicles from a street to a driving aisle, parking space or garage.

(Revised 5/21/05—Ordinance 2005-19; Revised 1/15/08—Ordinance 2008-01)

(Revised 1/15/08—Ordinance 2008-01)

(Revised 1/15/08—Ordinance 2008-01)

(Revised 9/1/09—Ordinance 2009-22)

Dwelling: A building or part of a building designed and occupied exclusively for residential purposes by an individual or Family unit, together with permitted accessory uses.

"E" Terms

Eating Establishment, High Turn-over: A sit-down eating establishment with turnover rates generally of less than one hour. Generally, these restaurants serve breakfast, lunch and dinner. This type of restaurant is often moderately priced, and frequently belongs to a restaurant chain.

Enclosed Space: Any area of a building where its walls consist of more than 50% solid materials.

001054

(Revised 1/6/04—Ordinance 2004-02)

Endangered Species: Those plant and animal species that are under the protection of State and/or Federal law.

Enhancement: The increase in one or more values of all or portion of an existing wetland by man's activities.

Entertainment Establishments: Establishments primarily engaged in the operation of amusement or entertainment services to the general public upon the payment of a fee or admission charge.

Evergreen: Those trees, including broad-leaved and conifer evergreens, that maintain their leaves year-round.

"F" Terms

Facade: A structure's entire single elevation, including wall face, parapet, windows, doors, awning or canopy.

Facade Sign: Any sign which utilizes any portion of a facade for support.

Factory Built Housing: A structure that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities, designed for long term residential use. For the purposes of this LMO, factory built housing consists of two types: modular homes and manufactured homes. (See definitions of those terms in this Section.)

(Revised 10/5/99—Ordinance 1999-31)

Fair Market Value: As defined by FEMA—Replacement cost of the structure less depreciation.

(Revised 2/19/08—Ordinance 2008-05)

Family: One or more persons who are related by blood, marriage or adoption and living together as a single household unit in a dwelling unit.

Family Housing Development: A parcel of land with more than one (1) but fewer than six (6) single family detached homes on it.

(Revised 10/5/99—Ordinance 1999-31; Revised 9/5/06—Ordinance 2006-19)

Filling: Any activity which increases ground surface or substrate elevation. Activities in this category include, but are not limited to, sedimentation and dumping.

Finish Grade: The resultant elevation of land following alteration as part of a development activity. (See also "Grade" and "Pre-Development Grade")

Fire flow: Fire flow requirements for buildings or portions of buildings shall be determined using Appendix B of the current edition of the International Fire Code as adopted by Town Council.

(Revised 2/18/03—Ordinance 2003-14)

Floating Zone: A zone which is described in the text of a zoning ordinance but is unmapped and requires approval by the local legislative body. Upon approval, the parcel(s) is rezoned to reflect the new designation and becomes a zoning district.

(Revised 9/5/06—Ordinance 2006-17)

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or from rain.

Flood Hazard District: That area designated by the Federal Flood Insurance Administration on official flood hazard area map, subject to a one percent or greater chance of flooding in any given year. (See also "Coastal High Hazard Area")

Foot Candle: A unit of illumination produced on a surface, all points of which are one foot from a uniform point source of one candle.

(Revised 1/15/08—Ordinance 2008-01)

Freestanding Sign: Any sign supported by a sign structure secured in the ground and which is wholly independent of any other support.

001055

"G" Terms

(Revised 1/15/08—Ordinance 2008-01)

(Revised 2/7/06—Ordinance 2006-02)

"H" Terms

(Revised 9/2/03—Ordinance 2003-27)

001050

Hotel: A commercial building with guest rooms for sleeping designed for and occupied by transients renting rooms on a daily basis and usually staying less than 7 days. A hotel shall include a lobby and 24-hour reception desk, a common kitchen and a full-service dining room to provide meals for paying guests, 16-hour room service, conference rooms with a minimum of 40 square feet per guest room, and a full range of guest amenities including, at minimum, a swimming pool.

Household: A household constitutes the number of people living in the home regardless of marital status.

(Revised 9/5/06—Ordinance 2006-17)

Housing Unit: See Dwelling Unit.

(Revised 9/5/06—Ordinance 2006-17)

Hydric Soil: A soil that is saturated, flooded or ponded long enough during growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation. hydric soils that occur in areas having positive indicators of hydrophytic vegetation and wetland hydrology are wetland soils.

Hydrophytic Vegetation: Plants adapted to living in saturated or inundated soils.

(Revised 9/2/03—Ordinance 2003-27)

"I" and "J" Terms

Illuminated Sign: Any sign which is directly or indirectly lighted by an artificial light source.

Impervious Surface: A surface which does not absorb or percolate water. It includes all buildings, and asphalt or concrete parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt and/or any water bodies.

Improvement: The construction of buildings and the establishment of basic services and amenities associated with the development activity, including, but not limited to streets and sidewalks, parking areas, water and sewer systems, drainage system, property markers and monuments, recreation facilities (i.e., lakes, swimming pools, tennis courts, golf courses, riding stables, club houses, cabanas, marinas, docks and the like) and other similar construction or establishment.

Inflatable Sign: Any sign that is either expanded to its full dimensions or supported by gasses contained within the sign, or sign parts, at a pressure greater than atmospheric pressure. Untethered airships are not considered to be inflatable signs.

In-Kind Replacement: Providing or managing substitute resources to replace the functional values of the resources lost, where such substitute resources are also physically and biologically the same or closely approximate those lost.

Inn: A commercial building with no more than 25 guest rooms designed for and occupied by transients renting rooms on a daily basis and usually staying less than 7 days. The rooms are connected by internal corridors for access.

Internally Illuminated Sign: Any sign which has light transmitted outward through its face or any part thereof.

Interval Occupancy (Time-Sharing): The use, occupancy or possession of real property whereby the use, occupancy, or possession circulates among individuals on a periodically recurring basis, is inherently transient, and is subject to either an interval occupancy sales or lease program and includes, but not limited to, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond.

Interval Occupancy Lease Plan: An arrangement, plan or similar device, whether by membership agreement, lease, rental agreement, license, use agreement, security or other means, whereby the purchaser or an individual receives a right to use

001057

residential accommodations or facilities, or both, but does not receive an undivided fee simple interest in the property, for a specific period time during any given year, but not necessarily for consecutive years, and which extends for a period of more than one year.

Interval Occupancy Sales Plan: Any arrangement, plan or similar device, whether by tenancy in common, sale, deed or by other means, which is subject to supplemental agreement or contract for use of the residential unit, whereby the purchaser receives an undivided occupancy interest in and the right to use the accommodations or facilities, or both, for a specific period of time during any given year, but not necessarily for consecutive years, and which extends for a period of more than one year.

Interval Occupancy Unit: The actual accommodations and related facilities that are the subject of the interval occupancy, interval occupancy lease plan or interval occupancy sales plan.

(Revised 10/21/03—Ordinance 2003-31)

Inundation: A condition in which water from any source temporarily or permanently covers a land surface.

Inverted Crown Section: A road or street cross section where the center of the road or street profile is lower than the edges to allow for storm water to drain toward the center of the road or street for removal through a storm water drainage system.

Isolated Wetlands: Either: (1) nontidal rivers, streams and their lakes and impoundment, including adjacent wetlands, that are located above the headwaters; or (2) other nontidal waters of the United States, including wetlands, that are not part of a surface tributary system to interstate waters or navigable waters of the United States.

Jurisdictional Wetlands: See "Wetlands" definition.

"L" Terms

Land-Disturbing Activity: Any change of the land surface including, but not limited to, removing vegetative cover, excavation, filling, grading, and the construction of any structure.

(Revised 1/15/08—Ordinance 2008-01)

Legally Established: Any land use, development, building, structure or site, including any lot of record, which was established, constructed, used or recorded pursuant to, and in conformance with all relevant requirements of the Ordinances then in effect.

Legally Maintained: As used in this Title, the phrase "legally maintained" shall mean that any and all conditions, obligations and requirements of any permit, approval or certificate of any description issued by Beaufort County, South Carolina or the Town of Hilton Head Island, shall have been met within the time frame, if any, required by such permit, approval or certificate, or that the permit, approval, or certificate has been fully executed according to its terms.

Legal Nonconformity: Any land use, development, structure or site, including any lot of record, that was legally established, but that is not presently in full compliance with the provisions of this Title.

Legal Protection: A legally-binding agreement that specifically preserves a wetland mitigation area for a duration of time. Legal Protection includes, but is not limited to deed restriction, covenant, conservation easement or gift to a conservation group or land trust.

Level of Service (LOS): A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

001058

Light Industrial: Uses of a wholesale, distribution, limited processing and production nature which are compatible with the environment of the island; the term light means a limited effect, in contrast to substantial or offensive, upon the surroundings due to the creation or potential for noise, smoke, odor, dust, dirt, noxious gases, glare and heat, fire hazards, industrial wastes, and traffic.

Lined Channels: The use of metal, concrete, stone, asphalt or similar materials to define a drainage channel.

Littoral Vegetation: Vegetation found off, on or along the shore of surface water.

Loading Space, Off-Street: An area logically and conveniently located for pickups and deliveries off the street right-of-way, scaled to delivery vehicles expected to be used, and accessible to such vehicles.

Lock-Out Room: (See "Divisible Dwelling Unit")

Lot: A developed or undeveloped parcel of land suitable for building purposes and legally transferable as a single unit of land.

Lot of Record: A lot that existed and was described and defined as part of the public land record prior to the date of adoption of this Ordinance.

"M" Terms

Maintenance: Any activities required to assure successful restoration after a project has begun (i.e. erosion control, water level manipulations).

Manmade Water Body: Any pond, lake, lagoon, channel, wetland, marina, or basin which ordinarily or intermittently contains water and which has a discernible shoreline and is the result of development.

Manufactured Housing: A factory-built, single-family structure that is manufactured under the authority of 42 USC Section 5401 and is transportable in one or more sections, is built on a permanent chassis, but is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and does not have wheels or axles permanently attached to its body or frame.

(Revised 10/5/99—Ordinance 1999-31)

Manufactured Housing Park: A parcel of land under single ownership (which may include multiple names or assignees) on which seven or more manufactured homes are located.

(Revised 10/5/99—Ordinance 1999-31)

Marina: A harbor, boat basin, or other facility which provides storage or docking facilities, supplies, or other services for water craft, including facilities for storing water craft in or out of the water, but excluding storage of water craft at a private dock associated with a residential unit or on private property where no fee is charged.

Maritime Forest: Woodlands growing on high ground adjacent to the marshfront or waterfront. Trees and shrubs here are specially adapted for survival in sandy soil, dune-swale topography, and strong sea-breezes laden with salt-spray and sand.

Market Rate Housing: Housing units not restricted to an affordable housing price or affordable rent.

(Revised 9/5/06—Ordinance 2006-17)

Material: The adjective "material" as contained herein shall be construed to mean objective, substantive, tangible, and consequential.

Mean high water line: That line which intersects with the shore representing the average height of high waters over an 18.5-year tidal cycle. Benchmarks purporting to have established mean-high or low water values must be verified by the Département as meeting State and National Ocean Survey Standards.

001059

Mining: The act or process of digging, dredging, excavating or tunneling for the purpose of removing or depositing some natural material.

Mixed Use: Residential uses are permitted above commercial uses (excluding outdoor recreation, resort accommodations, and vehicle sales and services uses).

Mobile Home: A transportable, factory-built structure that was manufactured prior to enactment of the federal Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC Section 5401) and that is designed to be used as a single dwelling unit.

Modular Housing: Factory built housing constructed in accordance with the standards set forth in the South Carolina Modular Buildings Act, and bearing a label of compliance with the Act (Title 23, Chapter 43). Modular homes shall be subject to the same standards as site-built homes.

Motels: A commercial building with guest rooms for sleeping, a reception desk, and a lobby. The rooms shall be primarily designed for and occupied by transients renting rooms on a daily basis and usually staying less than 7 days. Motels generally provide individual parking spaces near each room for paying guests.

Motorized Watercraft: Any boat or other type vessel propelled by any type of electric, internal combustion or other type of engine.

Multifamily Residence: A building or parcel containing three or more dwelling units.
(Revised 10/21/03—Ordinance 2003-21)

Natural Water Body: Any pond, lake, channel, wetland, marsh, creek, sound or ocean which ordinarily or intermittently contains water and which has a discernible shoreline and is not the result of development.

Neighborhood: Sub-areas of the Town within which there are similarities in character, such as land use, development patterns, natural features or socioeconomic attributes.

Net Acre: The portion of contiguous acreage under single title or ownership and recorded with the property deed that is devoted to a specific primary use and its direct accessory uses such as traffic access, parking, buffers, setbacks, open space, and fresh water wetlands but excluding tidal wetlands. In mixed use projects net residential acreage shall not be used for nonresidential acreage calculations; hotel or motel net acreage shall not be used for other commercial or residential acreage calculations; office net acreage shall not be used for other commercial or residential acreage calculations, and the like. Where residential and nonresidential uses are combined in a building, densities of each use must be calculated separately in conformance with Chapter 4.

Nightclub: An establishment in which the principal business involves a) the sale of alcoholic beverages for consumption on the premises, and b) the provision of live or televised entertainment or dancing.

Nonconforming Building or Structure: Any structure that fails to conform to any provision of this Title, including height, bulk, setback from any lot line or from the street, building coverage, or building design. Also, any structure that fails to conform to any applicable provision of an approved development plan as to height, bulk, setback from any lot line or from the street, building coverage, building size, or building design.

Nonconforming Sign: Any sign that does not meet the requirements of this article.

001060

Nonconforming Site or Lot of Record: Any site or lot of record which was legally established, but that fails to conform with the applicable size or dimensional requirements set forth in this title or in any applicable and approved development plan.

Nonconforming Square Footage: Any square footage that exists on a site that is exceeds the maximum permitted density per Section 16-4-1601.

(Revised 3/6/07—Ordinance 2007-05)

Nonconforming Use: Any legally established activity using land, buildings or structures which was legally established, but that fails to conform in any respect to an applicable use requirement set forth in this title, in any applicable and approved development plan or in any permit issued hereunder.

Non-Contiguous Planned Unit Development (PUD): Lands in more than one tract, not totally adjacent, or contiguous, that are controlled by one owner or one ownership entity, and are proposed for development as a PUD (See Sec. 16-5-906).

Non-Profit Organization: Any person(s), partnership, association, corporation, or other group whose activities are conducted for unselfish, civic, or humanitarian motives, or for the benefit of others, and not for the gain of any private individual or group.

(Revised 1/15/08—Ordinance 2008-01)

"O" Terms

Office Facilities: A place for the transaction of business where reports are prepared, records kept or services rendered, but where little or no retail sales are offered and where no manufacturing, assembling or fabricating takes place.

Off Premises Sign: Any sign located or proposed to be located at any place other than within the same platted parcel of land on which the specific business or activity being identified on such sign is itself located or conducted.

(Revised 8/17/04—Ordinance 2004-32)

Off-Site: Describing a location or an area of land which is not on site; outside the lot or parcel that is the subject of a given land use application.

(Revised 1/15/08—Ordinance 2008-01)

One Hundred Year Flood: The flood, or level of floodwater measured from mean sea level, that has a one percent chance of being equaled or exceeded in any given year.

On-Site: On or within the area specified in the development permit application or within other areas which, pursuant to this Title, may be included in defining the site's said referenced purpose.

Open Space: Land not utilized for single family lots, rights of way, commercial buildings, multifamily buildings parking or loading areas.

(Revised 9/5/06—Ordinance 2006-19)

Operating Conditions: The calculated ability of roadway intersections to manage the demands made by vehicles within the intersection area during a given period of time.

Ornamental: Any tree including, but not limited to, those representative species listed in Chapter 6, Article IV.

Outdoor Storage: The holding or storage, in an unroofed area, of any goods, materials, or merchandise in the same place for more than twenty-four hours.

(Revised 1/15/08—Ordinance 2008-01)

Overlay Zoning Districts: Zoning districts which extend on top of one or more base zoning districts and are intended to protect certain critical features and resources. Where the standards of the overlay and base zoning district differ, the more restrictive standard shall apply.

Overstory: Those trees that compose the top layer or canopy of vegetation.

001061

"P" Terms

Parcel: (See "Lot")

Park, Community: This park is generally between 20 - 50 acres in size although the actual size should be based on the land area needed to accommodate desired uses. This type of park should meet the recreation needs of several neighborhoods or large sections of the community and should be developed for both passive and active recreational activities. These activities may include but are not limited to large play structures, ball fields, picnic areas and nature study areas.

(Revised 2/7/06—Ordinance 2006-02)

Park, Linear: The minimum width of a linear park should be 50 feet although the length may be variable. This park is a greenway of open space that may offer scenic beauty and may allow safe, uninterrupted pedestrian or bicycle movement along natural or man-made corridors. Generally they are located along waterways. This type of park may link various other parks, residential neighborhoods, schools, libraries and businesses.

(Revised 2/7/06—Ordinance 2006-02)

Park, Mini: This park is the smallest park classification and is generally between 2500 square feet and 1 acre in size although it could be as large as 5 acres. This park may also be known as a pocket park, plaza or square. This park addresses unique recreational needs such as landscaped public use areas in a commercial or residential area, or scenic overlook areas. Portions of the park site should be readily visible from adjoining streets to provide a secure environment. Ease of access from the surrounding area and linkage to the community pathway system are key elements of this park.

(Revised 2/7/06—Ordinance 2006-02)

Park, Neighborhood: This park is generally between 1 and 5 acres in size. It should be centrally located within its service area, which may be ¼ to ½ mile radius. It may be developed for both active and passive recreational activities and should accommodate a wide variety of age and user groups. The percentage of active and passive activities should be divided evenly. It should serve as the social and recreational focus of the neighborhood.

(Revised 2/7/06—Ordinance 2006-02)

Park, Regional: This park is generally between 50 and 85 acres in size. It supplements neighborhood and community parks and may serve broader-based recreational needs. This park permits large-scale development of both passive and active facilities providing a wide range of recreational activities. This park may have a service area within reasonable and equal driving distance from the populations served. Examples of active and passive activities at this type of park include but are not limited to sports complexes, swimming pools, picnic areas and nature reserves.

(Revised 2/7/06—Ordinance 2006-02)

Park, Special Use: This park should offer the opportunity to highlight unique local historical, educational, cultural and natural resources. This type of park should be viewed as strategically-located communitywide facilities rather than as serving a specific neighborhood or area. Park uses may be passive with some sites functioning as venues for festivals, concerts and other special events. Examples of a special use park include, special events parks, ornamental gardens, boat landings and beach parks.

(Revised 2/7/06—Ordinance 2006-02)

Parking Bay: The section of a parking facility containing a driving aisle and one or two rows of parking spaces.

Parking Lot: Any public or private open area used for the express purpose of storing automobiles and other vehicles on a temporary basis.

001062

Parking Space, Off-Street: The storage area for one automobile, plus the necessary access space, which is located outside the street right-of-way.

Parking Space, On-Street: The storage space for an automobile that is located within the street right-of-way.

Peak Flow (for Runoff): At the time of greatest runoff concentration, the volume and velocity in cubic feet per second being discharged at a given point.

Peak Hour: Both the AM and PM single hour on a weekday when the traffic volume reaches its maximum. Traffic volumes for the AM peak hour shall be measured between 7:00 and 9:00. Traffic volumes for the PM peak hour shall be measured between 4:00 and 6:00.

(Revised 8/19/2003—Ordinance 2003-24)

Permitted Sign: Any sign for which a permit has been issued by the Town of Hilton Head Island.

Person: Every natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicator, branch of government, or any group or combination acting as a unit.

Personal Watercraft: A boat less than sixteen feet in length which is propelled by either an outboard or inboard motor that uses an internal combustion engine powering a water jet pump or propeller-driven motor as its primary source of propulsion and is designed to permit the operator and passenger to ride on the outside surfaces of the vessel.

Pervious Surface: A surface which allows natural passage of air and water through it. It includes natural earth surfaces as well as some forms of porous paving such as oyster shell and gravel, and it is not covered by manmade materials or structures such as buildings or paving. (See also "Impervious Surface")

Planned Unit Development (PUD): A tract or tracts of land that are developed in a comprehensive, design-integrated manner according to an overall master plan. Generally a PUD will be phased and consist of two or more types, densities, or intensities of development.

Planning Commission: The Planning Commission of the Town of Hilton Head Island. (See also Chapter 2, Article II)

Political Sign: Any sign erected for the purpose of advertising a candidate for public office or when stating a position on a public issue on which an election or referendum is pending with respect to a particular campaign.

Pre-Development Conditions: Those conditions which existed before alteration, resulting from human activity, or the natural topography, vegetation and rate, volume or direction of surface or groundwater flow as indicated by the best available historical data.

Pre-Development Grade: The grade as determined by the natural topography that existed before alteration, as indicated by the best available historical data. (See also "Grade" and "Finish Grade")

Premises: A lot, including the buildings or structures thereon.

Preservation: In the context of this document, preservation means to keep wetland functions and values in a natural and/or unaltered state. Preservation is best achieved through wetland avoidance and legal protection.

(Revised 9/2/03—Ordinance 2003-27)

Principal Use: The main or primary use to which land or a structure is put.

Probable Site: Geographic areas where established settlement patterns are likely to indicate habitation.

Project Sign: Any sign erected and maintained on the premises temporarily during construction and displaying only the name of the project, architect, engineer, contractor, developer or finance organization upon which property such individual is furnishing labor, services or material.

001063

Property: An area designed as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded deed as filed in the official land records of the county.

Property Owner: A person, company, agency, corporation who holds legal title to a property or the authorized agent of such a person.

Public Utility Sign: Any sign placed by a publicly regulated utility for the purpose of identifying its utility lines, devices, or other similar equipment.

Public Way: Any street, highway, road, pathway, internal and external sidewalk, beach or waterway, whether privately or publicly owned, which is designed, or used for outdoor vehicular, watercraft or pedestrian traffic either by public right or custom, or by invitation of one or more owners.

(Revised 1/15/08—Ordinance 2008-01)

"R" Terms

Real Estate Sign: Any sign advertising real property as being for rent, for lease, for sale, or for any other offering.

Receiving Waters: Any water bodies, watercourses or wetlands into which surface waters flow either naturally, in manmade ditches, or in a closed conduit system.

Recreational Vehicle: any of the following vehicles designed for travel, recreation, and vacation uses: motorhome or van (a portable, temporary dwelling constructed as an integral part of a self-propelled vehicle); pickup camper (a structure designed to be mounted on a truck chassis); recreational trailer (a portable structure built on a single chassis, 400 square feet or less when measured at the largest exterior horizontal projections); park trailer (a semi-portable structure built on a single chassis, which does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to USDHUD standards); or tent trailer (a canvas or synthetic fiber folding structure mounted on a hard body base and towed by a vehicle).

Redevelopment: The renovation of a previously developed site to the density allowed under Section 16-4-1601, or the existing density, whichever is greater.

(Revised 3/6/07—Ordinance 2007-05; Revised 2/3/09—Ordinance 2009-02)

Regional: This term applied as an adjective to businesses and commercial establishments or complexes means those catering to patrons originating primarily from both mainland and Island locations.

Replacement Planting: The planting of trees on a site that before development had more than the minimum standard of trees, and after development had less than the minimum standard of trees.

Revised 9/2/2003—Ordinance 2003-27)

Restoration: Returned from a disturbed or totally altered conditions to a previously existing natural or altered condition by some action of man.

Retail Business: An establishment or place of business selling goods or services to end customers. A reasonable amount of storage on premise for goods to be sold is permitted.

(Revised 3/19/02—Ordinance 2002-06)

Retention: The collection and storage of runoff without subsequent discharge to surface waters.

Right-of-way: An area dedicated to public or private use for pedestrian and vehicular movement, which may also accommodate public utilities.

(Revised 9/5/06—Ordinance 2006-19)

Roof Sign: Any sign erected over or on the roof of a building.

Room: (See "Habitable Space")

"S" Terms

001064

Satellite Dish: A device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally based uses.

Saturated Soil Conditions: A condition in which all easily drained voids (pores) between soil particles in the root zone are temporarily or permanently filled with water to the soil surface at pressures greater than atmospheric.

Sediment: Fine particulate material, whether mineral or organic, that is temporarily in suspension or has settled to the bottom of a water body.

Setback: An area measured inward from the property line, right-of-way line or a specified line defining the limits within which no structure not otherwise authorized in this Title shall be located.

Shopping Center: A group of three or more architecturally unified commercial establishments located on a single site with common parking facilities which is planned, developed, and owned and/or managed as a single operating unit.

(Revised 1/15/08—Ordinance 2008-01)

Shrub Layer: All woody and fibrous plants growing beneath the understory.

Sight Triangle: A triangular area abutting two intersecting streets or the intersection of a street and a driveway, where vision shall be unobstructed. The sight triangle is formed by a line connecting the points along the intersecting street lines which represent the distance from the intersection of the unobstructed vision.

Sign: In the reasonable opinion of the Administrator, any object, whether or not it contains any copy, graphics, illumination, or color that is used for the purpose of bringing the subject thereof to the attention of others or which is used to communicate an idea or information of any kind to the public.

Sign Area: The area enclosed by the perimeter of the sign face. For signs which consist of copy or graphics individually applied to a facade, the sign area shall be considered as the area of an imaginary rectangle that will enclose all such items.

Sign Face: The part of the sign that is or can be used for the display of any copy or graphics including any background material, panel, trim, color or illumination that differentiates the sign from a facade or sign structure.

Sign Structure: Any supporting structure erected, used or intended for the purpose of displaying any sign, with or without a sign thereon.

Sign Structure Area: The area within an imaginary rectangle which will encompass the sign minus the area of the sign face.

Single Family Attached Residence: A structure containing more than one single family dwelling unit in which the units are physically attached, and each has its own separate exterior entrance way and a separately owned lot.

Single Family Detached Residence: A structure containing one dwelling unit that is free standing.

Single Family Subdivision Exterior Boundary: For the purpose of determining setbacks and buffers under this Title a single family subdivision is defined as the perimeter lot lines of any major subdivision platted after January 19, 1987 and any minor subdivision platted after July 5, 2005.

(Revised 6/21/05—Ordinance 2005-19)

Site: A lot or lots occupied or planned for occupation by structures or a set of structures and support improvements.

Site Plan: A detailed engineering plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations.

(Revised 1/15/08—Ordinance 2008-01)

001065

Site-Related Traffic Improvement: For purposes of Chapter 3, Article XIII, a street improvement which enhances the manner in which vehicles directly access a subject site. Examples include, but are not limited to, deceleration lanes, left turn lanes and traffic signals.

Slope: The existing or natural incline of land expressed in vertical distance per unit of horizontal distance.

Souvenir or T-Shirt Store: A business that sells primarily t shirts, beach apparel, beach toys, beach towels, postcards, key chains, film, and similar items.

(Revised 9/5/06—Ordinance 2006-19)

Special Event: A temporary commercial or festive activity or promotion at a specific location that is planned or reasonably expected to attract large assemblies of persons.

(Revised 1/15/08—Ordinance 2008-01)

Special Event Sign: Any sign erected for the purpose of announcing a special event or function which is of general interest to the community.

Special Exception: A use which may be authorized by the Board of Zoning Appeals that would not be appropriate generally or without restrictions throughout a zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety or general public welfare.

(Revised 1/15/08—Ordinance 2008-01; Revised 2/3/09—Ordinance 2009-02)

Specimen Tree: A tree that is an outstanding representative of its species in size. Specimen-sized trees common to Hilton Head Island are listed in Section 16-6-408.

(Revised 9/2/03—Ordinance 2003-27)

State or Condition that existed prior to a disaster: Any structure that existed prior to a disaster may be built back to the state or condition that existed prior to a disaster. Alterations or modifications to the structure that are required by local, state, or federal rules, regulations, or guidelines, such as elevating structures, are not considered a change in the state or condition.

(Revised 7/18/06—Ordinance 2006-13; Revised 2/19/08—Ordinance 2008-05)

Story: That portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above. A mezzanine floor meeting the requirements of Title 15 of the Town Code shall not be deemed a story. An attic shall not be deemed to be a story if unfinished and without human occupancy.

Street: A travelway within a right-of-way which affords the principal means of access to abutting property. (See also Sec. 16-5-503)

Street, Private: A travelway within a right-of-way which has not been dedicated and publicly accepted by any governmental entity.

Street, Public: A travelway within a right-of-way which has been dedicated and publicly accepted by a governmental entity.

Structure: Anything constructed, erected, or established, including but not limited to the following: Buildings, signs, seawalls, manufactured homes, fences, screen enclosures, swimming pools and patio walls.

(Revised 10/5/99—Ordinance 1999-31)

Structure Alteration: Any change to the supporting members of a structure including foundation, bearing walls or partitions, columns, beams, girders, or any structural change in the roof or in the exterior walls.

Subdivision: Means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land in which a new street is needed to provide access to a parcel which would otherwise be landlocked, or involve a change in existing streets, and includes

001066

re-subdivision and, where appropriate, to the process of subdividing or to the land or area subdivided.

Substantial Addition: An addition where construction costs are greater than 50% of the existing structure's appraised value.

(Revised 2/18/03—Ordinance 2003-14)

Supermarket: A retail store over 25,000 square feet in size selling a complete assortment of food and household items.

Supplemental Planting: The planting of trees on a site that prior to development had less than the minimum standard of trees.

(Revised 9/2/03—Ordinance 2003-27)

"T" Terms

Tattoo Facility: Any room, space, location, area, structure, or business or any part of any of these places, where tattooing is practiced or where the business of tattooing is conducted.

(Revised 8/17/04—Ordinance 2004-32)

Tattooing: Indelibly mark or color the skin by subcutaneous introduction of nontoxic dyes or pigments.

(Revised 8/17/04—Ordinance 2004-32)

Tax Exempt Organization: Any organization which has been granted tax exempt status by the Internal Revenue Service and which has a local membership that raises funds to be used to support the organization and its activities.

Telecommunications Facility: A communications tower or antenna and any associated accessory structures and equipment. (See also "Communications Tower")

Temporary Sign: Any sign or information transmitting structure intended to be erected or displayed for a limited period.

Tidal: A situation in which the water level periodically fluctuates due to the action of lunar and solar forces upon the rotating earth.

Timeshare or timesharing: (See "Interval Occupancy")

Timeshare unit: (See "Interval Occupancy Unit")

Timesharing Lease Plan: (See "Interval Occupancy Lease Plan")

Timesharing Sales Plan: (See "Interval Occupancy Sales Plan")

Topographic Disturbance: Any alteration of ground surface. Activities in this category include, but are not limited to compaction, grading, excavation, tilling.

Topography: The configuration of a surface, including its relief and the position of its natural and man-made features.

Town: The Town of Hilton Head Island, South Carolina.

Tract: A defined area or piece of land, the term itself not importing any precise dimension.

Traffic Directional/Safety Sign: Any sign which is designed, sized and erected solely for the purpose of vehicular or pedestrian traffic direction or safety and is without any commercial copy or graphics.

Traffic Zones: Geographic areas which feature common roadway access points and are specifically designated for the purpose of analyzing traffic patterns. For purposes of Chapter 3, Article XIII, the traffic zones for the Town of Hilton Head are as shown in the adopted Transportation Element of the Comprehensive Plan.

Transition Zone: The area in which a change from wetlands to nonwetlands occurs. The transition zone may be broad or narrow.

001067

Travel Ready: Any temporary dwelling or temporary non-residential unit that can be removed entirely from the island or driven or pulled off the island in the event that a subsequent disaster occurs.

(Revised 10/6/09—Ordinance 2009-34)

Tree: Any woody or fibrous (e.g. palm) plant which is a conifer, deciduous, evergreen, or ornamental, as defined herein.

Tree Protection Zone: The area around a tree corresponding to the drip line or ten feet in all directions from the trunk, at the discretion of the Administrator. (See Chapter 6, Article IV)

Tree Topping: Removal of the top portion of a main leader stem.

(Revised 1/15/08—Ordinance 2008-01)

Tree Value Factor: The numerical value assigned to each tree category that represents the importance of that category of trees with respect to environmental functions, visual buffering, growth characteristics, native species and aesthetics.

"U" Terms

Uncovered Areas: Devoid of vegetation.

Underbrushing: The removal of the shrub layer and/or understory from a site by hand or machine (also known as bush-hogging).

Understory: Those trees that grow beneath the overstory.

Unit: One measurable item or segment with defined physical limits.

Upland: As used herein, any area that does not qualify as a wetland because the associated hydrologic regime is not sufficiently wet to elicit development of vegetation, soils, and/or hydrologic characteristics associated with wetlands. Such areas occurring within floodplains are more appropriately termed non-wetlands.

Use: The purpose or activity of which the land or building is designed, arranged, or intended, or for which it is occupied or maintained. Accessory use is subordinate to the main or principal use of land or building.

Use, Accessory: A use of a building, lot, or portion thereof, which is customarily incidental and subordinate to the principal use of the building or lot.

(Revised 1/15/08—Ordinance 2008-01)

Use, Principal: The primary purpose for which a lot or the main building thereon is designed, arranged, or intended and for which it is or may be used, occupied, or maintained.

(Revised 1/15/08—Ordinance 2008-01)

Utility, Private: Any privately owned company or corporation which provides the general public or residents within a private development with electricity, gas, heat, steam, communication, transportation, water, sewage collection and/or treatment or other service.

Utility, Public: Any agency which, under public franchise or ownership provides the general public with electricity, gas, heat, steam, communication, transportation, water, sewage collection and/or treatment, or other service.

"V" Terms

Vacant Land: An undeveloped lot or parcel of land; or land which does not have a structure.

(Revised 1/15/08—Ordinance 2008-01)

Variance: A departure from the strict terms or expressed provisions of this Title where such departure will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of this Title would result in unnecessary and undue hardship.

Vegetation: All plant growth, especially trees, shrubs, vines, ferns, mosses and grasses.

001068

Vegetation Disturbance: Any act which alters the normal growth pattern or decreases the probability of survival of vegetation. Activities in this category include, but are not limited to, pruning, topping, and compaction of soil.

Vehicle Sign: Any permanent or temporary sign affixed, painted on or placed in or upon any vehicle.

Vested Right: The right to undertake and complete the development of property under the terms and conditions of a site specific development plan or phased development plan as provided in SC Code of Laws Title 6 Chapter 29 Article II Section 6-29-1510 thru 1560 and the Hilton Head Island Land Management Ordinance Chapter 3 Article III Section 16-3-310.
(Revised 6/21/05—Ordinance 2005-19)

"W" Terms

Water Front Mixed Use: development located within the Water Front Mixed Use District which has both residential and non-residential components.
(Revised 10/5/99—Ordinance 1999-29)

Water Table: The upper surface of groundwater or that level below which the soil is saturated with water. The saturated zone must be at least 6 inches thick and persist in the soil for more than a few weeks.

Watershed: The upslope area from which surface waters (overland runoff and channel flow) enter receiving waters at least seasonally.

Wetland Buffer: Areas adjacent to wetland systems which are left undisturbed. buffers may be: (1) non-wetland, vegetated areas; or (2) open water areas adjacent to wetlands, with a similar hydrologic regime as the adjacent wetlands.

Wetland Creation: Construction of wetlands where they did not previously exist.

Wetland Enhancement: Activities conducted in existing wetlands to achieve specific management objectives or provide conditions that previously did not exist, and which increase one or more wetland functions.

Wetland Functions: The physical, chemical, and biological process or attributes of a wetland without regard to their importance to society.
(Revised 9/5/06—Ordinance 2006-19)

Wetland Mitigation: For the purposes of this document, mitigation refers to preservation, enhancement, restoration, and maintenance of wetlands to compensate for permitted wetland losses.
(Revised 9/2/03—Ordinance 2003-27)

Wetland Mitigation Bank: A system in which the creation of wetlands is recognized by the Town in generating compensation credits allowing for development of other wetland sites.
(Revised 9/2/03—Ordinance 2003-27)

Wetland Preservation: Conservation of a wetland area in perpetuity to prevent disturbance or exploitation. Protection shall be in perpetuity by means of restrictive covenants duly recorded with appropriate state and local entities. Covenants on wetlands shall restrict all activity set forth in Sec. 16-6-204.B. In the event that property changes owners, the preserved areas shall be clearly shown on all plats and described in the appropriate documents.

Wetland Restoration: Re-establishment of previously existing wetland functions at a site where they have ceased to exist, or exist only in a substantially degraded state.

Wetlands: Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. To be considered a wetland the following three criteria must be met: 1) the presence of hydric soil; 2) the prevalence of hydrophytic

001069

vegetation; and 3) the presence of wetland hydrology. Wetlands generally include swamps, marshes, bogs and similar areas.

(Revised 9/2/03—Ordinance 2003-27)

Wholesale Business: An establishment or place of business primarily engaged in the warehousing or distribution of products to retail businesses which in turn sells the products to an end customer.

(Revised 3/19/02—Ordinance 2002-06)

"Z" Terms

Zero Lot Line Development: The location of a building on a lot in such a manner that one of the building's sides rests directly on the common lot line of an adjacent lot.

Zoning District: The various classification of zoning categories provided for in this Ordinance and the areas on the zoning map in which such different districts are mapped, where the regulations governing the use of land, density, height and coverage of buildings and other structures are uniform.

(Revised 1/15/08—Ordinance 2008-01)

001070

Current LMO Provisions

001071

Current LMO
16-1-103

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 1. - GENERAL PROVISIONS >> ARTICLE I. - GENERAL >>

ARTICLE I. - GENERAL

Sec. 16-1-101. - Title and CitationsSec. 16-1-102. - AuthoritySec. 16-1-103. - PurposeSec. 16-1-104. - JurisdictionSec. 16-1-105. - Applicability to Specific Development ActivitiesSec. 16-1-106. - Activities Not Constituting DevelopmentSec. 16-1-107. - Conflicting ProvisionsSec. 16-1-108. - Other Town RequirementsSec. 16-1-109. - Relationship to Deed RestrictionsSec. 16-1-110. - Effective DateSec. 16-1-111. - Severability**Sec. 16-1-101. - Title and Citations**

This Title shall be known as "The Land Management Ordinance (LMO) of the Town of Hilton Head Island" (hereinafter referred to as "this LMO" or "this Title") and may be cited as Title 16 of the Municipal Code of the Town of Hilton Head Island (1983), as amended. Individual sections of this Title may be cited by reference to the section number as follows: "Section 16-[chapter #]-[section #]".

Sec. 16-1-102. - Authority

This Title is adopted pursuant to the authority granted by Chapter 7 and Chapter 29 of Title 6 of the Code of Laws of South Carolina (1976), as amended, including the amendments in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, except where specific reference is made to authority granted by other provisions of said Code.

Sec. 16-1-103. - Purpose

This Title is adopted for the purposes of guiding development in accordance with the Town's Comprehensive Plan and existing and future needs of the Town in order to protect, promote and improve the public health, safety, morals, convenience, order, appearance, prosperity and general welfare. The regulations hereby enacted are designed to exercise the full range of authority available to the Town under said Chapter 29 of Title 6 to:

- A. Promote the public health, safety and general welfare, while recognizing the rights of real property owners, by adopting a comprehensive zoning ordinance for the Town and providing for administrative procedures and development standards;
- B. Prevent the overcrowding of land and avoid undue concentration of population by creating zoning districts consistent with the character of each area within the Town and its peculiar suitability for particular uses and by adopting an Official Zoning Map consistent with the creation of such districts;
- C. Lessen congestion in the streets and to secure safety from natural disaster, fire, panic and other dangers by establishing density regulations within each zoning district and further by providing a means by which the rate of growth within the Town can be monitored and managed;
- D. Facilitate the adequate provision of transportation, water, sewerage, drainage, schools, parks, and other public requirements by providing a means for regulating the impact of development on community infrastructure;
- E. Regulate the subdivision and development of land, ensuring its orderly development and the concurrent provision of appropriate and necessary public facilities;
- F. Provide for the use of impact fees to finance the expansion of the transportation system to meet growth-related demand;
- G. Maintain a balance between the total development in the Town and the capacity of the Town and its infrastructure to serve such development;
- H. Protect designated corridors, natural resource areas, historic areas and scenic areas within the Town by establishing conservation and corridor overlay zoning districts and by establishing regulations related to the maintenance of quality aesthetic and environmental standards;
- I. Help achieve the goals, objectives and policies of the Town of Hilton Head Island Comprehensive Plan, as amended; and
- J. Carry out such other purposes in the public interest as may be specifically cited hereinafter.

Sec. 16-1-104. - Jurisdiction

This Title and the provisions contained herein shall hereafter govern all land development within the incorporated areas of the Town of Hilton Head Island, South Carolina, as now or may be hereafter established, together with such adjacent unincorporated areas of Beaufort County which the Town Council and the Beaufort County Council may jointly agree to become governed by this Title.

Sec. 16-1-105. - Applicability to Specific Development Activities

- A. The following development activities, whether publicly or privately conducted, shall be subject to the provisions and standards of this Title.
 1. **Use of a Structure or Land.** The establishment, re-establishment or change in use of a structure or land, whether temporary or permanent, which the Administrator determines would affect the area's natural environment, parking requirements, transportation patterns, public health or economic values

001072

EXHIBIT 11

2. **Construction, Reconstruction or Alteration.** A building operation involving construction, reconstruction or alteration of the size of a structure which the Administrator determines would affect the area's natural environment, parking requirements, transportation patterns, public health or economic values.
 3. **Increase In Land Use Intensity.** An increase in the intensity of land use, such as an increase in the number or size of nonresidential or residential uses in a structure or on land, or in the number of parking spaces or amount of impervious requirements, transportation patterns, public health or economic values.
 4. **Filling, Excavating or Dredging.** Commencement of any filling or excavating operation on a parcel of land or filling or dredging of intertidal or underwater land.
 5. **Change In Effects or Conditions.** In connection with the use of land, the making of any material change in noise levels, vibration levels, lighting intensity, thermal conditions, odors or emissions of waste material.
 6. **Alteration of a Shore, Bank or Floodplain.** Material alteration of a shore, bank, or floodplain of a seacoast, river, stream, lake or other natural water body.
 7. **Utility Construction.** The construction or extension of any utility service line or facility.
 8. **Subdivision.** The subdivision of land within the Town and the recording of a plat with the Register of Mesne Conveyances for Beaufort County.
- B. Development as designated in this Title shall include all other activities customarily associated with it unless otherwise specified herein. The change or repair of a structure or site infrastructure (e.g. parking, access drives) may result in development as defined herein. Development refers to the act of developing, redeveloping or the result of development. Reference to any specified activity not involving development is not intended to mean that the activity, when part of other activities, is not development.

Sec. 16-1-106. - Activities Not Constituting Development

- A. For purposes of this Title, the following activities shall not be considered to be development, unless otherwise specifically noted herein. If any of these activities necessitates the recording of documents or plats, except for item 1, such documents and plats shall be submitted to the Administrator for review and stamping prior to recording.
1. **Transfer of Title.** A transfer of title to land not involving the division of land into parcels.
 2. **Leases and Easements.** The creation or termination of leases and easements concerning development of land, or other rights, except that no easement required by this Title may be terminated without the approval of the Administrator.
 3. **Legal Exhibits and Documents.** The recording of any documents or plats expressly for the purposes of reference or attachment to a publicly recorded document when such recording does not result in subdivision of land into parcels. Such recording may include, but is not limited to, documents such as master deeds or covenants, or plats for mortgage or HUD filing purposes only.
 4. **Combination or Recombination of Lots.** The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots comply with all standards of this Title.
 5. **Division of Land into Five Acre or Larger Parcels.** The division of land into parcels of five acres or more where no new street is involved.

(Revised 1/15/08—Ordinance 2008-01)

- B. A plat application shall be considered complete when the following applicable items have been submitted on a plat along with a completed plat stamping checklist form. Submit three plats (one for the Town and two for Beaufort County), as well as any additional copies the applicant may wish to have stamped. These plats shall contain existing and proposed parcel lines, easement lines and any existing structures. These plats shall also contain a signature block which shall be signed by the owner of record before these plats can be stamped for recording purposes; this requirement may be waived if the applicant presents a written acknowledgement of the action in a legally recordable form, such as, but not limited to an easement, a right of entry, or a deed. The above requirement shall not apply to plats related to public projects, such as easements obtained through condemnation for a public pathway.
1. Owner of Record Signature (Sign plat as it appears on the deed). Example: "I the undersigned, as the Owner of Record of parcel(s) R### ### ###, agree to the recording of this plat."
 2. Property Deed/Title Source (See Sec. 16-3-303(C)).
 3. Title—Purpose of survey.
 4. Vicinity Sketch—Map of property location.
 5. Address, State and County where property to be recorded is located.
 6. Who the survey was prepared for, name(s) on deed.
 7. Tax District, Map and Parcel Number of subject property.
 8. Total acreage of parcel(s).
 9. All property access improvements.
 10. Easements.
 11. Recorded easement documents.
 12. Date of survey and date of any revisions.
 13. Graphic and numeric scale.
 14. North arrow.
 15. Certification of surveyor stating "class" of survey.
 16. Existing monuments—Property pins.
 17. Improvements.
 18. Surveyor's original embossed seal, signature, surveyor ID, address and registration number.
 19. "S.C. Certificate of Authorization" embossed seal when survey done by corporation, firm, association, partnership, or other such entity.
 20. FEMA zone information—Property assigned flood zone.

001073

21. Flood disclosure statement (See Section 16-5-1502).
22. Notation of specific reference plats.
23. Transfer agreement—Legal document showing property owner change.
24. OCRM critical line and base line.
25. Space for stamp—Minimum 4 x 4 inches

(Revised 1/25/00—Ordinance 2000-03; Revised 8/17/04—Ordinance 2004-32; Revised 6/21/05—Ordinance 2005-19; Revised 1/15/08—Ordinance 2008-01)

Sec. 16-1-107. - Conflicting Provisions

Where there is a conflict or apparent conflict among provisions of this Title, the more restrictive provision shall control; except, when there is a conflict or apparent conflict between an overlay district and the underlying zoning district, the provisions of the overlay district shall control. Where there is a conflict between two overlay districts and one of the districts is the Redevelopment Overlay District, the provisions of the Redevelopment Overlay District shall control. Where it is possible to implement, administer or construe a particular provision in more than one way, it shall be implemented, administered or construed in that way that eliminates or minimizes conflicts with other provisions of this Title.

(Revised 2/7/06—Ordinance 2006-02; Revised 3/6/07—Ordinance 2007-05; Revised 1/15/08—Ordinance 2008-01)

Sec. 16-1-108. - Other Town Requirements

Whenever this Title imposes a more restrictive standard than required by any other Town ordinance or requirement, the provisions of this Title shall govern. Whenever any other Town ordinance or requirement imposes a more restrictive standard than required by this Title, the provisions of such Town ordinance or requirement shall govern.

Sec. 16-1-109. - Relationship to Deed Restrictions

Recognizing that most contemporary development in the Town has included restrictive covenants or deed restrictions, the Town here makes an express declaration of policy that public regulation of land is entirely separate from and independent of private deed restrictions. No weight shall be given to the effect of deed restrictions in construing this Title, nor shall this Title be given inappropriate consideration in the construction of deed restrictions.

Sec. 16-1-110. - Effective Date

The provisions in this Title represent a codified, updated and amended version of provisions that were originally adopted and became effective on January 19, 1987. The effective date of the amended Title shall be July 21, 1998.

Sec. 16-1-111. - Severability

If any part of this Title is construed by a court to be unconstitutional, ultra vires, or otherwise not valid, the other provisions of this Title shall remain in full force and effect.

001074

Current LMO
Remedies

Chapter 16-8: - Enforcement

Sec.16-8-101. - Purpose

This chapter establishes procedures to ensure compliance with the provisions of this Ordinance and obtain corrections for violations. It also sets forth the remedies and penalties that apply to violations of this Ordinance. The provisions of this chapter are intended to encourage the voluntary correction of violations, where possible.

Sec.16-8-102. - Compliance Required

A. Compliance Required

Compliance with all the requirements, procedures and standards of this Ordinance, and all terms and conditions of permits and development approvals is required by all persons owning, developing, managing, using, or occupying land, structures, or signs in the Town.

B. Violations Generally

1. Any failure to comply with a standard, requirement, prohibition, or limitation imposed by this Ordinance, or the terms or conditions of any permit or development approval granted in accordance with this Ordinance, shall constitute a violation of this Ordinance punishable as provided in this chapter.
2. Permits or development approvals issued on the basis of applications approved by the Town Council, Planning Commission, Board of Zoning Appeals, Design Review Board, or Official authorize only the use, arrangement, location, design, density/intensity, and development set forth in such permits or development approvals, and no other development.
3. Violations of this Ordinance continue until the violation is abated and the land is brought into compliance with this Ordinance. Violations of this Ordinance run with the land, structure or development. The sale or transfer of land, structure or development that is in violation of this Ordinance does not affect the nature or existence of the violation or the requirement that the violation be corrected.

Sec.16-8-103. - Violations

Doing any of the following constitutes a violation of this Ordinance. The following list is illustrative and is not intended to be all inclusive or to limit the variety or number of acts that constitute a violation of this Ordinance. The fact that any specific act does not appear on this list does not exclude the act from being a violation of this Ordinance.

- A. Develop or attempt to develop land or a structure in any way not consistent with the requirements of the LMO.
- B. Erect or attempt to erect a building or other structure in any way not consistent with the requirements of the LMO.
- C. Develop land or a structure without first obtaining the appropriate permits or development approvals.
- D. Occupy or use land or a structure without first obtaining the appropriate permits or development approvals.
- E. Develop land or a structure without complying with the terms or conditions of the permits or

001075

- development approvals required to engage in development.
- F. Occupy or use land or a structure in violation of the terms or conditions of the permits or development approvals.
 - G. Subdivide land without first obtaining the appropriate permits or development approvals required to engage in subdivision.
 - H. Subdivide land without complying with the terms or conditions of the permits or development approvals required to engage in development.
 - I. Transfer title to any newly created lots or parts of a development unless the development plan or subdivision has received all development approvals or permits required under this Ordinance and an approved plan or plat, if required, has been filed in the appropriate County office.
 - J. Submit for recording with a County office any subdivision plat or other development plan that has not been approved in accordance with the requirements of this Ordinance.
 - K. Excavate, grade, cut, clear, or undertake any land disturbing activity without first obtaining the appropriate permits or development approvals, and complying with their terms and conditions.
 - L. Remove existing trees or other landscaping from a site or parcel of land without first obtaining the appropriate permits and development approvals, and complying with their terms and conditions.
 - M. Install, create, erect, alter, or maintain any sign without first obtaining the appropriate permits or development approvals.
 - N. Fail to remove any sign installed, created, erected, or maintained in violation of this Ordinance, or for which the permits have lapsed.
 - O. Create, expand, replace, or change any nonconformity except in compliance with this Ordinance.
 - P. Reduce or diminish the requirements for development, design, or dimensional standards below the minimum required by this Ordinance.
 - Q. Increase the intensity or density of development, except in accordance with the standards of this Ordinance.
 - R. Obscure or obstruct a notice required to be posted or otherwise given in accordance with this Ordinance.
 - S. Violate any lawful order issued by any person or board in accordance with this Ordinance.
 - T. Through any act or omission, fail to comply with any other provisions, procedures, or standards as required by this Ordinance.
 - U. Continue any violation as defined above, with each day of continued violation to be considered a separate violation for purposes of computing cumulative civil or criminal penalties.

Sec.16-8-104. - Responsible Persons

Any person who violates this Ordinance shall be subject to the remedies and penalties set forth in this chapter.

Sec.16-8-105. - Enforcement Responsibility, Complaints

A. Responsibility

The responsibility for enforcement of this Ordinance is delegated to the Official.

B. Complaints

1.

001076

Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a signed written complaint with the Official. The complaint shall state fully the causes of the alleged violation and the basis thereof.

2. The Official shall properly record such complaint, immediately investigate the complaint to determine the validity of the charge, and take whatever action is necessary to ensure compliance with this Ordinance.

C. Notice of Violation

1. On determining that any provisions of this Ordinance are being or have been violated, the Official shall deliver to the person responsible for the violation(s), a written notice of violation that sets forth the nature of the violation(s) and orders the action necessary to correct it.
2. If no one is present to accept the notice of violation, or acceptance of the notification is refused, the Official shall post the notice on a primary entrance to a principal building on the site of the violation. If the land is unimproved, the notice should be posted visibly on the subject property.
3. A written notice containing the same information as the notice delivered or posted on the land shall be mailed by certified mail, return receipt requested, to the record owner of the land subject to the violation, or the record owner's authorized agent, and to any other person responsible for the violation.

D. Authority

Upon presentation of proper credentials, the Official may enter upon land or inspect any structure to ensure compliance with the provisions of this Ordinance. These inspections shall be carried out during normal business hours unless the Official determines there is an emergency necessitating inspections at another time.

Sec.16-8-106. - Town Enforcement Actions

On behalf of the Town, the Official may take any one or more of the following actions as a remedy for any violation of this Ordinance:

- A. Withhold any pending or subsequent development approvals or permits required by this Ordinance;
- B. Issue stop work orders against any work undertaken by an entity not having a proper development approval or permit required by this Ordinance;
- C. Issue stop work orders against any actions in violation of this Ordinance;
- D. Revoke a permit development approval if:
 1. There is a failure to comply with the approved permit, development approval, plans, specifications, or terms or conditions required under the permit or development approval;
 2. The permit or development approval was procured by false representation; or
 3. The permit or development approval was issued in error;
- E. Bring an action for an injunction (or, in appropriate cases, for mandamus) to prevent the violation or to prevent the occupancy or use of any site or structure involved in the violation;
- F. Bring an action for injunction or mandamus to abate a violation;
- G. Prosecute the violation as a misdemeanor; or
- H. Take any other action at law or in equity to prevent or remedy any violation, or otherwise enforce

001077

the provisions of this Ordinance.

Sec.16-8-107. - Private Civil Relief

An adjacent or neighboring landowner who would be specially damaged by any violation of this Ordinance may in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure or land. This is in addition to the right of the Town to bring an enforcement action.

Sec.16-8-108. - Tree Protection Violation

- A. Each unauthorized removal or destruction of a tree, or failure to replace a tree, shall constitute a separate offense. Nothing herein shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violations.

Sec.16-8-109. - Impoundment of Signs

- A. In addition to other remedies identified in this chapter, the Official shall have the authority to remove and impound:
1. Any prohibited sign listed in Sec. 16-5-114.I, Prohibited Signs, without notice to the owner; and
 2. Any sign that is installed or used in any way that is not consistent with the requirements of this Ordinance, provided that notice has been given as set forth in Sec. 16-8-105.C, Notice of Violation, and no action to correct the violation has been taken by the owner within the specified timeframe.

The owner of an impounded sign or sign structure may recover the impounded sign or sign structure upon the payment of \$50.00 for each sign plus the costs of removal. If the sign or sign structure is not claimed within ten days after the date of impoundment, the Official shall have authority to dispose of the sign or sign structure without compensation to the owner.

Sec.16-8-110. - Violations Continue

Any violation of the previous Title 16 shall continue to be a violation under the terms of this Ordinance. Resolving the violation shall require conformance to the regulations in effect at the time the violation is terminated, not regulations that may have been in effect at the time the violation was initiated. Any violation that was not discovered by the Town under the previous Title 16, shall be resolved under the provisions of this Ordinance. The lack of prior enforcement shall not constitute any degree of recognition, approval, waiver, or enforcement.

Sec.16-8-111. - Penalties

A. Fine and Imprisonment

Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall forfeit and pay such penalties as the court may decide as prescribed by South Carolina law, not to exceed \$500.00 plus applicable court fees or 30 days imprisonment or both for each violation. Each day's continued violation shall constitute a separate offense.

B. Further Penalties

001078

If any person is found guilty by a court of competent jurisdiction of undertaking any development activity prior to approval and issuance of a development approval or permit in accordance with this Ordinance, the Official shall not consider that person's application for development approval or permit nor issue a development approval or permit for that project for a period not to exceed 90 days from the date of determination of violation.

Sec.16-8-112. - Remedies Cumulative

The remedies provided for violations of this Ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

001079

LMS 1998

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 7. -
NONCONFORMITIES >>

CHAPTER 7. - NONCONFORMITIES

ARTICLE I. - GENERAL PROVISIONS
ARTICLE II. - NONCONFORMING USES
ARTICLE III. - NONCONFORMING STRUCTURES
ARTICLE IV. - OTHER NONCONFORMITIES

Hilton Head Island, South Carolina, Land Management Ordinance >> CHAPTER 7. -
NONCONFORMITIES >> ARTICLE I. - GENERAL PROVISIONS >>

ARTICLE I. - GENERAL PROVISIONS

Sec. 16-7-101. - Purpose
Sec. 16-7-102. - Applicability
Sec. 16-7-103. - Authority to Continue
Sec. 16-7-104. - Burden of Proof
Sec. 16-7-105. - Repairs and Maintenance
Sec. 16-7-106. - Waiver by Administrator
Sec. 16-7-107. - Discontinuance or Abandonment
Sec. 16-7-108. - Expansion, Enlargement, or Extension

Sec. 16-7-101. - Purpose

The zoning regulations and development standards established by this Title are designed to guide the future use of land within the Town by encouraging controlled site development and appropriate groupings of compatible and related uses, thereby promoting and protecting the public health, safety and general welfare. The continued existence of nonconformities is frequently inconsistent with the purposes of currently established regulations and can adversely affect orderly development and the value of nearby property, thus, the gradual elimination or lessening of such nonconformities is generally desirable. This Chapter provides for the regulation of legal nonconforming uses, structures, signs and sites and specifies those circumstances and conditions under which such nonconformities are permitted to continue.

(Revised 2/3/09—Ordinance 2009-02)

Sec. 16-7-102. - Applicability

This Chapter shall apply to circumstances that became nonconforming by initial adoption of this Title, amendment to this Title, or expansion of territory subject to the jurisdiction of the Town. It shall also apply to nonconformities that were legal nonconformities under a similar provision of a previously-applicable ordinance or resolution and that remain nonconforming with one or more provisions of this Title, even if the type or extent of nonconformity is different.

001080

- To transfer title to any lots or parts of a development unless the land development plan or subdivision has received all approvals required under this Title and an approved plan or plat, if required, has been filed in the appropriate County office;
- E. To submit for recording with a County office any subdivision plat or other land development plan that has not been approved in accordance with the requirements of this Title;
 - F. To install or use a sign in any way not consistent with the requirements of this Title;
 - G. To engage in the use of a building or land, the use or installation of a sign, the subdivision or development of land or any other activity requiring one or more approvals or permits under this Title without obtaining all such required approvals or permits
 - H. To engage in the use of a building or land, the use or installation of a sign, the subdivision or development of land or any other activity requiring one or more approvals or permits under this Title in any way inconsistent with any such approval or permit and any conditions imposed;
 - I. To use land for any purpose other than as specifically identified on an approved site development plan (e.g. using designated open space, parking spaces or walkways for display or storage; parking in open space or buffer areas) or as otherwise required by this Title;
 - J. To violate the terms of any approval or permit granted under this Title or any condition imposed on such approval or permit;
 - K. To obscure or obstruct any notice required to be posted or otherwise given under this Title;
 - L. To violate any lawful order issued by any person or entity under this Title;
 - M. To continue any violation as defined above, with each day of continued violation to be considered a separate violation for purposes of computing cumulative civil or criminal penalties.

Sec. 16-8-103. - Enforcement Responsibility, Complaints

- A. **Responsibility.** The responsibility for the enforcement of this Title is delegated to the Administrator.
- B. **Notice.** If the Administrator shall find that any of the provisions of this Title are being or have been violated, he shall notify in writing the person responsible for such violations, setting forth the nature of the violation and order the action necessary to correct it.
- C. **Complaints.**
 - 1. Whenever a violation of this Title occurs, or is alleged to have occurred, any person may file a signed written complaint with the Town. Such complaint shall state fully the causes and basis thereof.
 - 2. The Administrator shall properly record such complaint, immediately investigate to determine the validity of the charge, and take whatever action is necessary to assure compliance with this Title.
- D. **Authority.** The Administrator shall have the authority to enter upon the premises subject to this Title for the purpose of enforcing the provisions of this Title.

Sec. 16-8-104. - Enforcement Actions by Town

001081

On behalf of the Town, the Administrator may take any one or more of the following actions as a remedy for any violation of this Title, as defined in Sec. 16-8-101.

- A. Withhold any approvals or permits required by this Title;
- B. Issuance of stop orders against any work undertaken by an entity not having a proper approval or permit required by this Title;
- C. Issuance of stop orders against any actions in violation of this Title 16;
- D. By bringing an action for an injunction (or, in appropriate cases, for mandamus) to prevent the violation and/or to prevent the occupancy or use of any site or structure involved in the violation;
- E. By bringing an action for injunction or mandamus to abate a violation; or
- F. By prosecuting the violation as a misdemeanor.

Sec. 16-8-105. - Other Enforcement Actions

An adjacent or neighboring property owner who would be specially damaged by any violation may in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure or land. This is in addition to the right of the Town to bring an enforcement action.

Sec. 16-8-106. - Tree Protection Violation

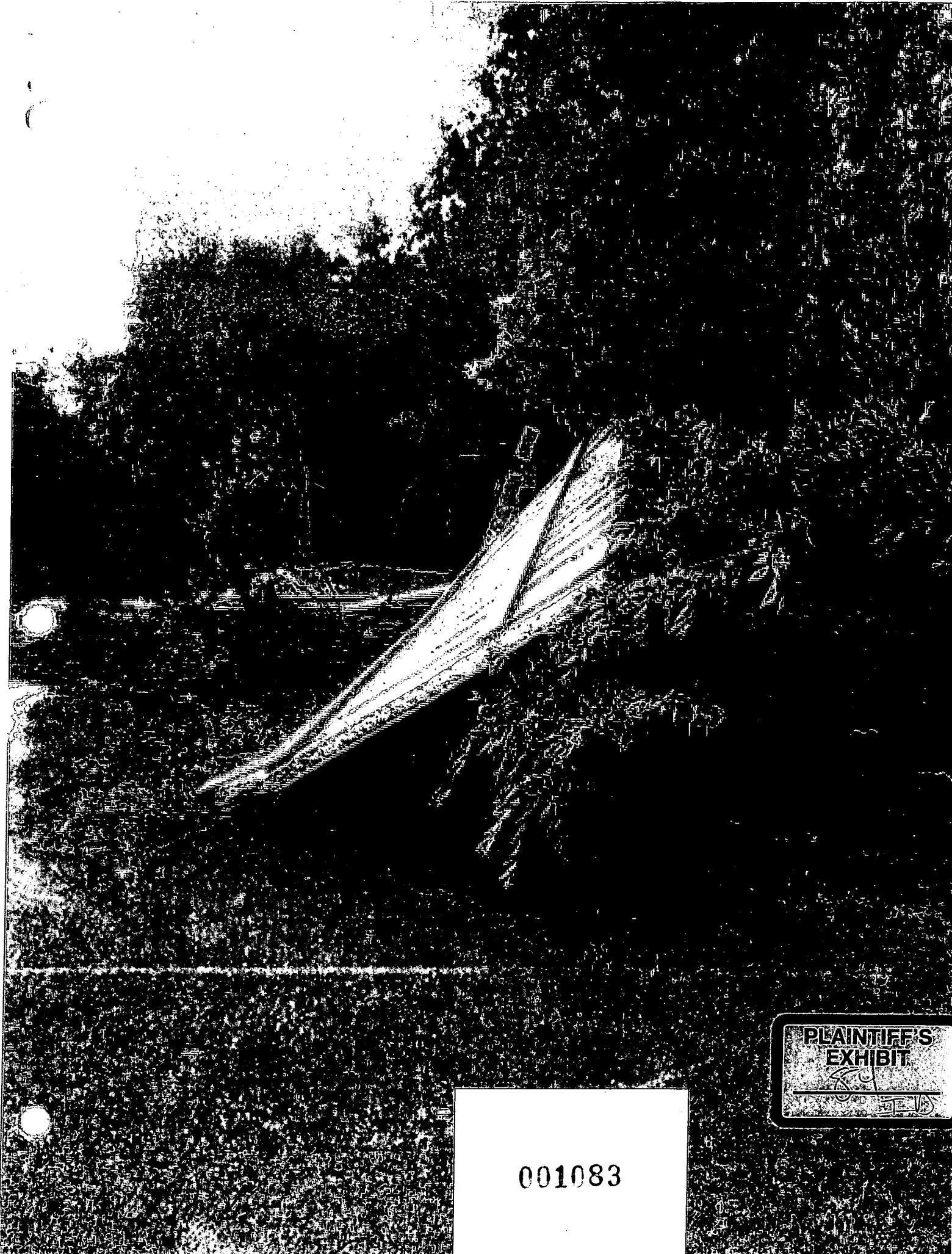
- A. Each unauthorized removal, destruction or failure to replace a tree shall constitute a separate offense. Nothing herein shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violations. Tree planting shall also be required on an inch for inch basis; for example, removal of a 30" live oak shall require replacement of 30 inches of live oaks.
- B. If the species removed is not available through a nursery, the Administrator shall assign another species within the same category.
- C. The size of replacement trees shall be approved by the Administrator.

(Revised 9/2/03—Ordinance 2003-27)

Sec. 16-8-107. - Impoundment of Signs

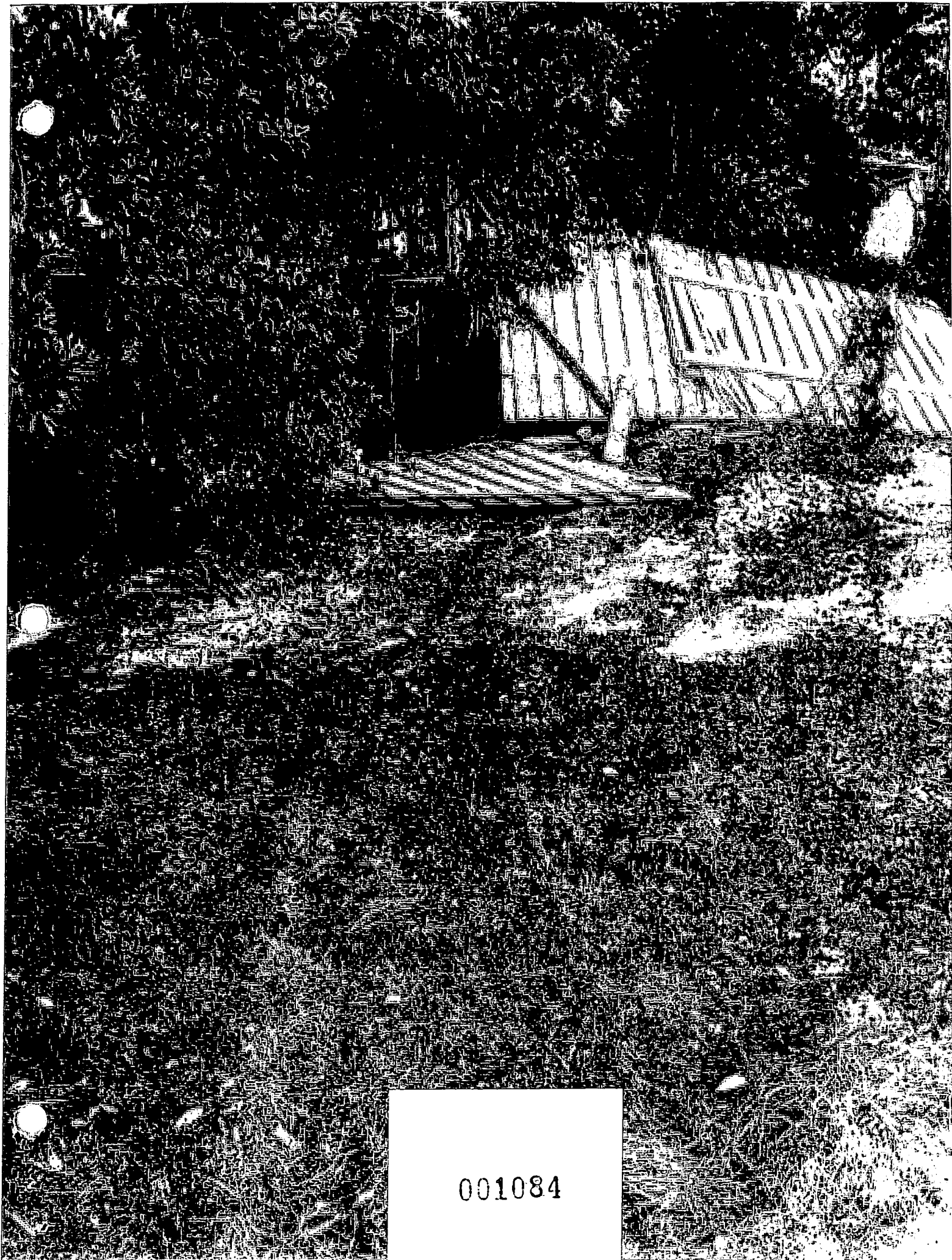
- A. In addition to other remedies listed above, the Administrator shall have the authority to remove and hold any sign or sign structure subject to impoundment by the provisions of this Title. The following signs shall be subject to impoundment:
 - 1. Any prohibited sign as listed in Sec. 16-5-1304 is subject to impoundment without notice to the owner.
 - 2. Any sign that is installed or used in any way not consistent with these requirements of this Title, provided that notice has been given as set forth in Sec. 16-8-103, and no action has been taken by the owner within the specified timeframe.
- B. The owner of an impounded sign or sign structure may recover same upon the payment of \$50.00 for each sign plus the costs of removal. In the event it is not claimed within 10 days from the date of impoundment, the Administrator shall have authority to dispose of such sign or sign structure without compensation to the owner.

001082

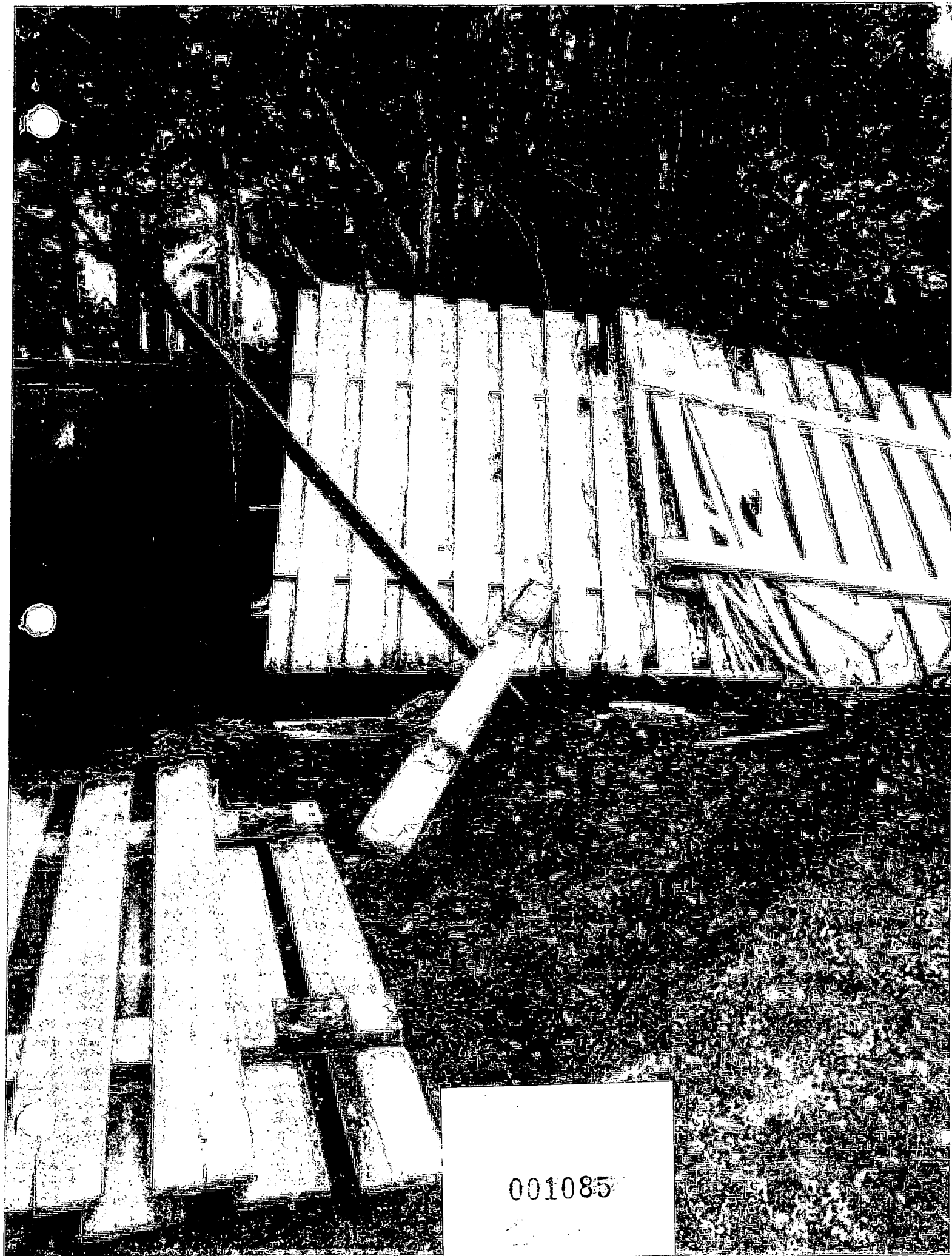


PLAINTIFF'S
EXHIBIT

001083



001084



001085



Coastal Maintenance Co.
PO Box 3218
Bluffton, SC 29910
843-415-2987

Estimate

Estimate No.
1040
Date:
June 14, 2016

For
Carolina Center
PO Box 7567
Hilton Head, SC 29928

Description	Quantity	Rate	Amount
Remove damaged fence enclosure at dumpster area. Take debris to land fill.	1	\$400.00	\$400.00
Install new dumpster fence enclosure and prime and paint.	1	\$2,800.00	\$2,800.00

Total \$3,200.00

001086



Moss, Kuhn & Fleming, P.A.
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
843-524-3373 - Telephone
843-524-1302 - Facsimile

Kumar Viswanathan
Post Office Box 7567
Hilton Head Isl SC 29938

Page: 1
06/17/16
Account No: 213637-14
Statement No: 4

Carolina Building Corp v. Enmark

Interim Statement

*Payments received after 06/17/16
are not included on this statement.*

Fees

	Hours
06/12/14 Letter to Chicago Title; Letter to Greg Alford	0.50
Telephone conference with Rick Haight; Meeting with Rick Haight, Inspection of Property, Reviewing File; Letter to Greg Alford; Letter to Chicago Title	8.75
Receipt of Letter from Chicago Title; Letter to G.Alford	0.50
06/17/14 Receipt of Letter from Chicago Title	0.30
06/18/14 Receipt of Letter from Michelle Lehman	0.20
06/19/14 Receipt of Letter from Josh Hill	0.20
07/07/14 Letter to Client	0.20
07/10/14 Letter to Russell Patterson; Preparation of Notice of Deposition	0.50
08/01/14 Letter to Thomas Dewitt; Preparation of Subpoena	0.50
08/14/14 Preparation of Motion to Amend Complaint; Preparation of Amended Complaint	1.50
Letter to Russell Patterson; Letter to Client; Review Documents from Robinson Grant; Letter to Russell Patterson; Preparation of Motion to Amend	1.00

001087



Kumar Viswanathan

Page: 2

06/17/16

Account No: 213637-14

Statement No: 4

Carolina Building Corp v. Enmark

	Hours
11/20/14 Letters to Russell Patterson and Greg Alford	0.30
11/28/14 Letter to R.Patterson and G.Alford	0.20
02/04/15 Travel to/from Hilton Head; Outside conference with Client	4.00
02/17/15 Letter to Client	0.20
02/25/15 Letter to Attorneys; Preparation of Notice of Deposition for Jim Scott Middleton and Teri B. Lewis	0.50
02/26/15 Letter to Beaufort County Sheriff's Office; Preparation of Subpoena	0.50
03/11/15 Receipt of Letter from Curtis Coltrane	0.30
03/27/15 Receipt of Letter from R.Patterson; Review Supplemental Discovery Responses	1.00
04/28/15 Travel to/from Hilton Head; Attendance at Deposition of Jim Scott Middleton	3.00
05/04/15 Receipt of Letter from R.Patterson; Review Supplemental Discovery Responses	1.00
05/05/15 Travel to/from Hilton Head; Attendance at Deposition of Teri Lewis	3.00
07/01/15 Letter to G.Alford	0.30
08/13/15 Letter to R.Patterson and G.Alford; Preparation of Motion to Amend	1.00
09/09/15 Letter to R.Patterson and G.Alford; Preparation of Plaintiff's Supplemental Answers to Enmark's Discovery Requests	1.00
09/16/15 Letter to R.Patterson and G.Alford; Preparation of Memorandum in Support of Motion for Summary Judgment	1.00
10/23/15 Receipt of Order from Judge Dukes	0.30
11/05/15 Receipt of Letter from R.Patterson; Review Supplemental Discovery Responses	1.00

001088

Kumar Viswanathan

Page: 3

06/17/16

Account No: 213637-14
Statement No: 4

Carolina Building Corp v. Enmark

	Hours
11/18/15 Letter to R.Patterson and G.Alford; Preparation of Interrogatories, Request for Production and Request to Admit	3.00
12/08/15 Preparation/Filing of Order Referring Case to Master In Equity	0.50
01/11/16 Receipt of Letter from G.Alford; Review Discovery Responses	1.00
01/16/16 Receipt of Letter from G.Alford; Review Discovery Responses	1.50
02/04/16 Letter to R.Patterson and G.Alford; Preparation of Motion to Reopen	1.00
02/22/16 Letter to Russell Patterson and Greg Alford	0.30
05/31/16 Prepare for Meeting with Curtis Coltrane	4.50
06/01/16 Outside conference with Curtis Coltrane; Travel to/from Hilton Head	4.00
06/06/16 Telephone conference with Client; Emails to/from Heather, R.Patterson and G.Alford Re: Motion	1.00
06/07/16 Attended Hearing on Motion to Amend	1.00
06/09/16 Trial Preparation	6.00
06/10/16 Trial Preparation	4.00
06/13/16 Trial Preparation; Emails to/from R.Patterson and G.Alford	6.00
06/14/16 Trial Preparation; Travel to/from Hilton Head; Meeting with Client	6.00
06/15/16 Trial Preparation	6.00
06/16/16 Trial Preparation	4.00
06/17/16 Trial Preparation; Emails to/from R.Patterson and G.Alford	4.00
06/20/16 Attendance at Trial (estimate)	8.00

001089

Kumar Viswanathan

Page: 4

06/17/16

Account No: 213637-14

Statement No: 4

Carolina Building Corp v. Enmark

	Hours	
06/21/16 Attendance at Trial (estimate)	8.00	
06/22/16 Attendance at Trial (estimate)	8.00	
For Current Services Rendered	110.55	27,637.50

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
H. Fred Kuhn, Jr.	110.55	\$250.00

Expenses

06/12/14 Photocopy charges (9pg)	4.50
06/12/14 Postage (3 @ \$.90/ea and 1 @ \$1.11)	3.81
08/01/14 Postage	6.48
08/14/14 Photocopy charges (105pg)	52.50
08/14/14 Filing fee - Common Pleas	25.00
08/14/14 Postage	2.45
08/15/14 Depreciation Document - Robinson Grant & Co.	30.00
10/01/14 Filing fee - Common Pleas	25.00
10/01/14 Photocopy charges (11)	5.50
11/16/14 Photocopy charges (9)	4.50
11/19/14 Photocopy charges (120pg)	60.00
11/20/14 Postage (2 packages @ \$2.90/each)	4.90
02/04/15 Mileage to/from Hilton Head	43.60
02/10/15 Photocopy charges (277)	138.50
02/17/15 Postage	6.70
02/26/15 Photocopy charges (7pg)	3.50
02/26/15 Appearance fee & Mileage - Jim Scott Middleton	54.67
02/26/15 Service Fee - Beaufort County Sheriffs Office	30.00
03/02/15 Service Fee - Beaufort County Sheriff's Office	15.00
08/12/15 Filing fee - Common Pleas	25.00
08/13/15 Photocopy charges (143)	71.50
08/13/15 Postage (2 @ \$2.74)	5.48
09/11/15 Photocopy charges (33)	16.50
09/17/15 Postage (2 @ \$5.75)	11.50
06/15/16 Photocopy charges (1710)	855.00
06/15/16 Photocopy charges (65 color copies @ \$1.00 each)	65.00
Total Expenses	1,566.59
Total Current Work	29,204.09

Payments

12/08/14 Payment #301	-3,677.14
-----------------------	-----------

001090

Kumar Viswanathan

Page: 5

06/17/16

Account No: 213637-14

Statement No: 4

Carolina Building Corp v. Enmark

Balance Due

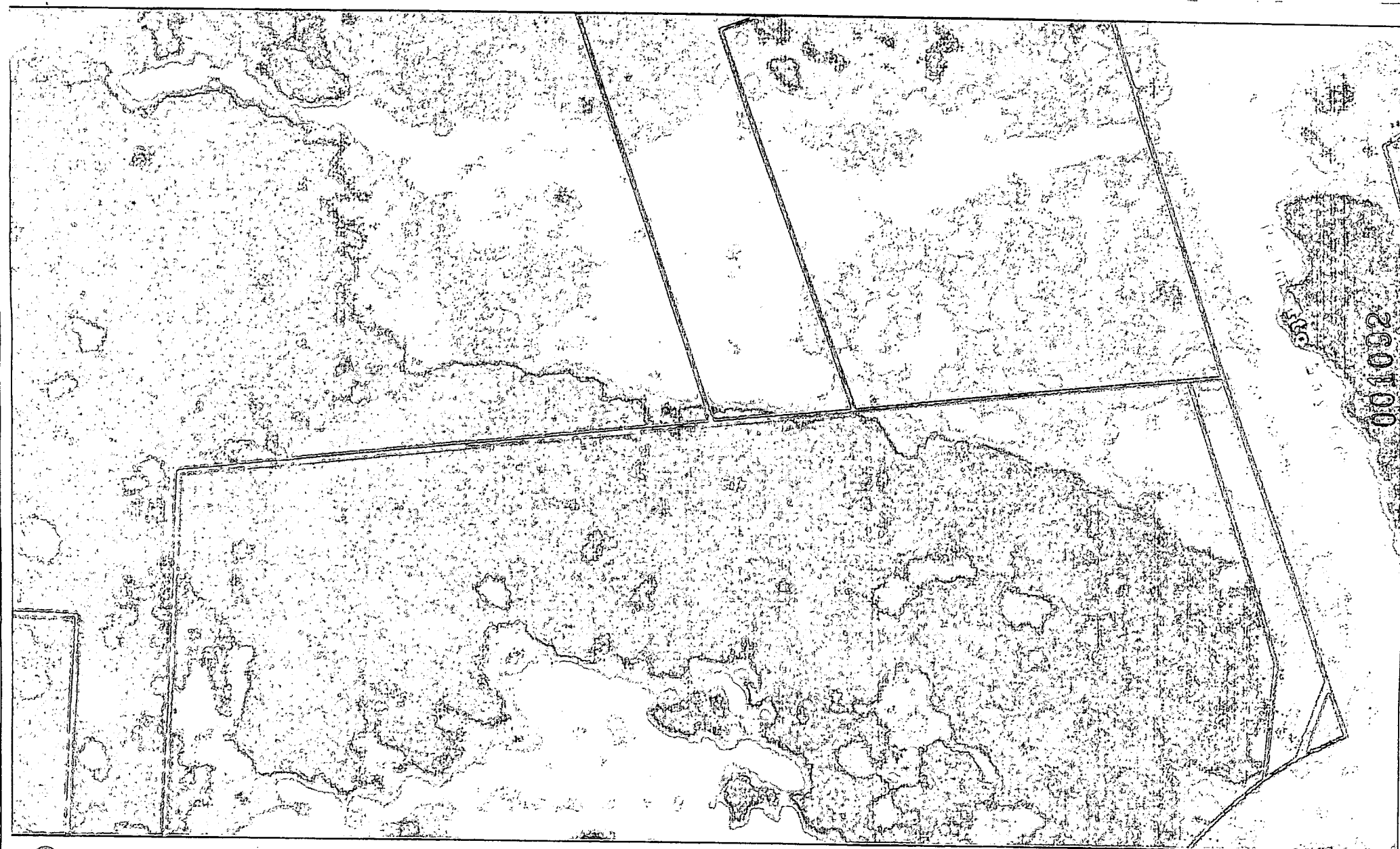
\$25,526.95

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
27,637.50	110.55	1,566.59	0.00	0.00	3,677.14

A finance charge of 1% per month will be assessed
on all accounts past due 30 days.

001091



Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island 1972 Aerial Photo (Black & White)

Map Date: May 2014



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.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.



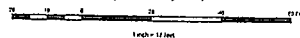
TOWN OF HILTON HEAD ISLAND
 NEW TRANSDITION DISTRICT
 ESTABLISHED BY ORDINANCE 1-1-1970
 PREPARED BY THE TOWN ENGINEER
 DATE: MAY 2014

Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island 1979 Aerial Photo (Black & White)

Map Date: May 2014



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.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.





001094



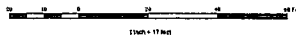
TOWN OF HILTON HEAD ISLAND
ONE THIRDS COTTON STREET
HILTON HEAD ISLAND, S.C. 29928
PHONE: 843.731.1200
Fax: 843.731.1200

Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island 1986 Aerial Photo (Black & White)

Map Date: May 2014



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.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.





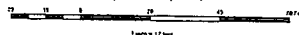
TOWN OF HILTON HEAD ISLAND
 ONE TRAIL DRIVE, SUITE 200
 HILTON HEAD ISLAND, S.C. 29928
 PHONE: 843.731.1000
 FAX: 843.731.1001
 WWW.HILTONHEADSC.COM

Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island 1995 Aerial Photo (Black & White)

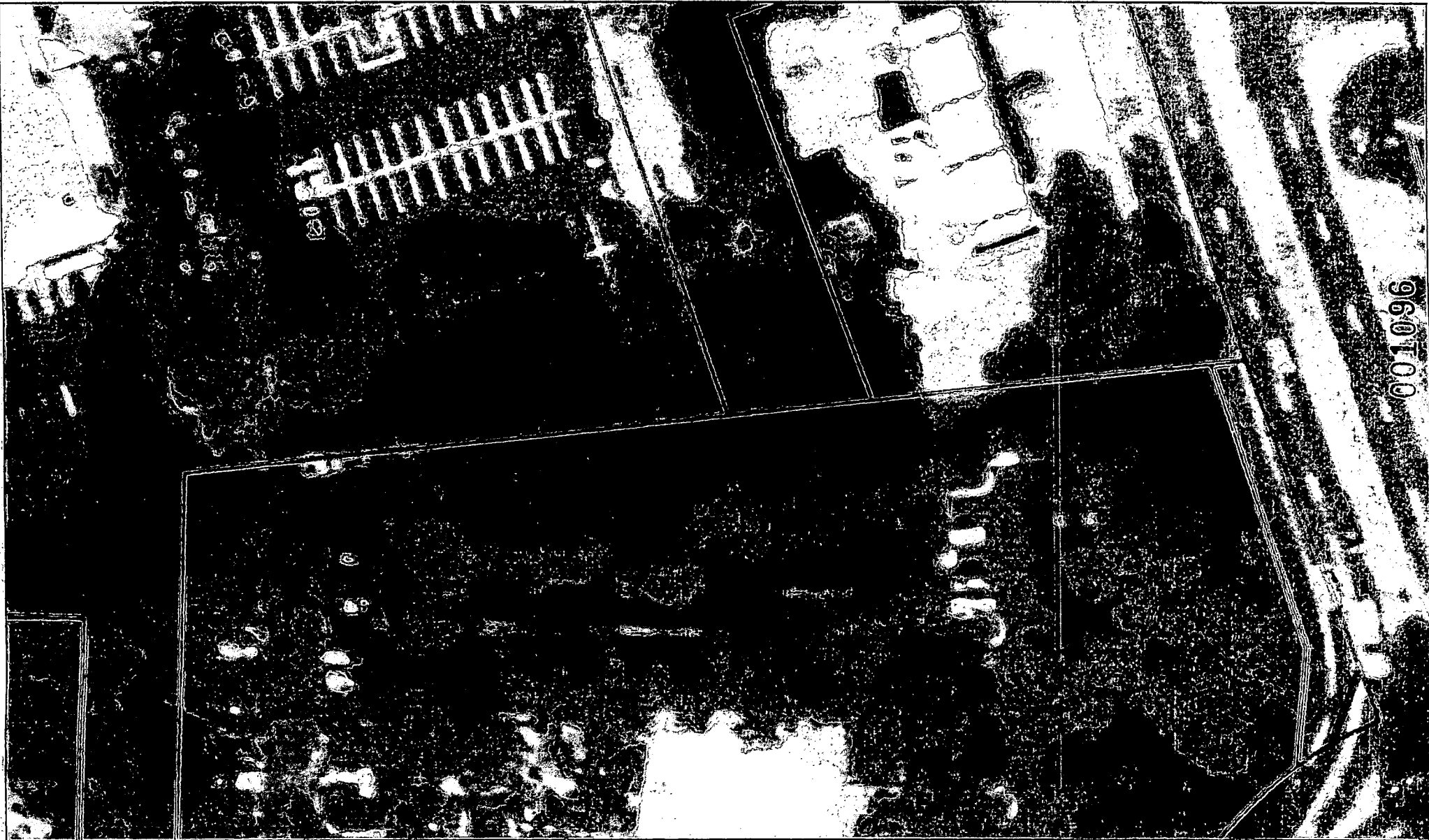
Map Date: May 2014



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 this map.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.





001096



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928
PHONE 843/731-1300
WWW.HILTONHEADSC.COM

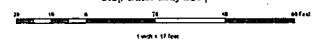
Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island

1999 Aerial

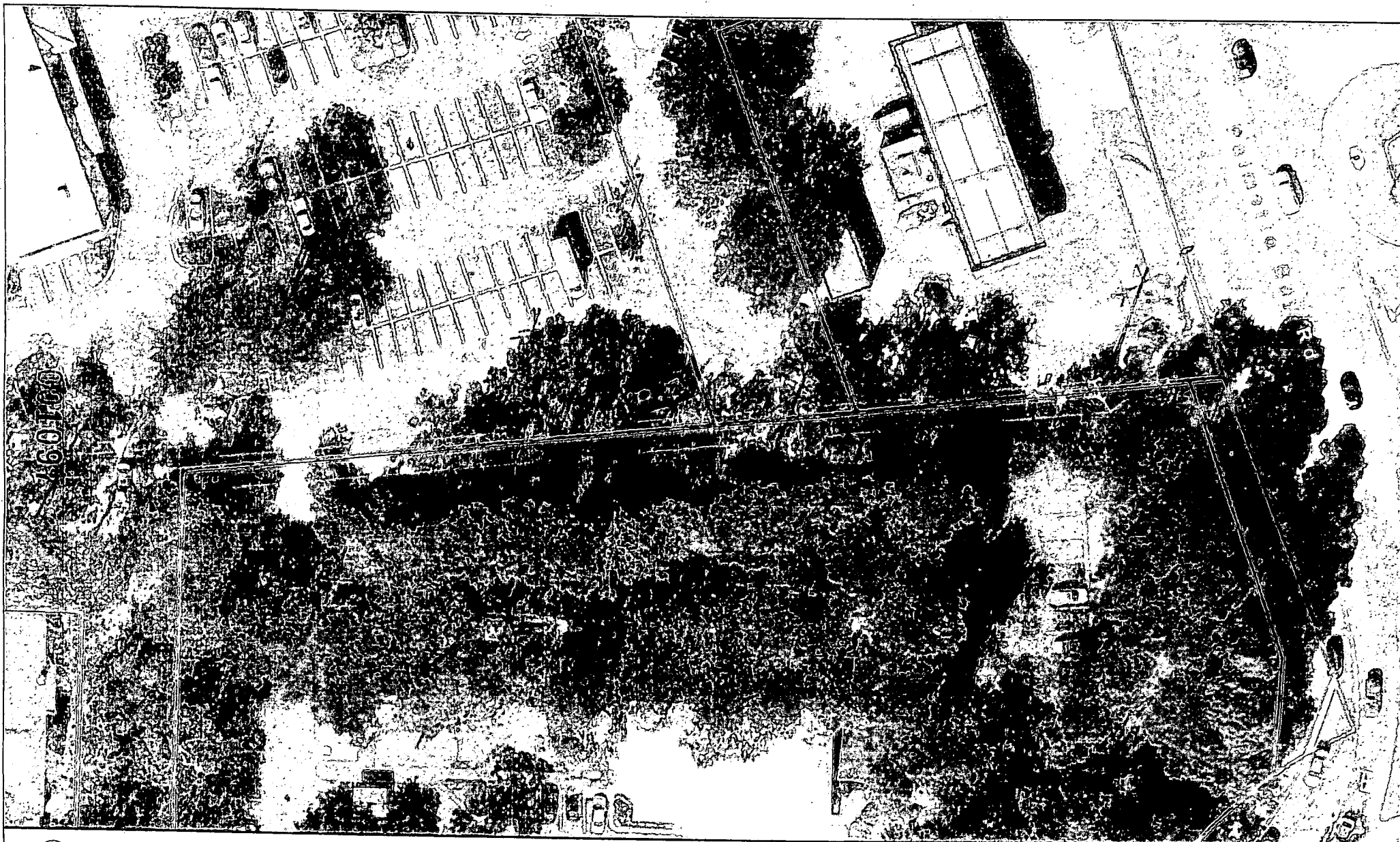
Map Date: May 2014



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.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.





TOWN OF HILTON HEAD ISLAND
ONE TRAIL DRIVE
HILTON HEAD ISLAND, S.C. 29928
PHONE: 843.731.1333
WWW.HILTONHEADISLAND.COM

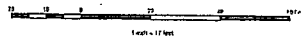
Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island

2009 Aerial

Map Date: May 2014



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 for any losses arising from the use of the map.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.





TOWN OF HILTON HEAD ISLAND
SOUTH CAROLINA
11510 HILTON HEAD ISLAND, S.C. 29928
PHONE 843.731.1400
WWW.HILTONHEADISLAND.COM

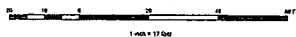
Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island

2011 Aerial

Map Date: May 2014



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.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.






 TOWN OF HILTON HEAD ISLAND
 ONE TOWN CENTER DRIVE
 HILTON HEAD ISLAND, S.C. 29928
 PHONE: 843.724.1000
 FAX: 843.724.1001
 WWW.HILTONHEADSC.COM

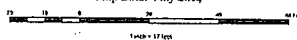
Legend

Parcel line - Current as of April 2014

Town of Hilton Head Island

2013 Aerial

Map Date: May 2014



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 date of compilation or for any losses arising from the use of the map.

Please note that all GIS data is current as of 2014, and is shown over historical aerial imagery from various years as a representation only, not what was existing during the year of the imagery.

PLANNED
 EXHIBIT

Carolina Center Banking Corp.
Transaction Detail By Account
January 1, 2013 through June 14, 2016

	Type	Date	Num	Name	Memo	Amount	Balance
Legal Fees							
	Check	07/10/2013	4678	Minor, Haight & Arundell	Easement issues	2,500.00	2,500.00
	Check	08/14/2013	4691	Minor, Haight & Arundell	Easement issues	4,989.50	7,489.50
	Check	10/02/2013		Minor, Haight & Arundell	Easement issues	2,341.50	9,831.00
	Check	11/25/2013	4726	Minor, Haight & Arundell	Easement issues	2,424.50	12,255.50
	Check	01/24/2014	4744	Minor, Haight & Arundell	Easement issues	1,902.18	14,157.68
	Check	03/06/2014	4761	Minor, Haight & Arundell	Easement issues	932.25	15,089.93
	Check	05/15/2014	4801	Minor, Haight & Arundell	Easement issues	6,113.10	21,203.03
	Check	07/09/2014	4791	Law Office of Chester C. Williams LLC	Easement legal	9,895.00	31,098.03
	Check	09/30/2014	4812	Law Office of Chester C. Williams LLC	Easement legal	1,277.75	32,375.78
	Check	11/03/2014	4837	Law Office of Chester C. Williams LLC	Easement legal	325.00	32,700.78
	Check	12/02/2014	4845	Moss, Kuhn & Fleming, PA	Acct #213637-14	3,677.14	36,377.92
	Check	02/12/2015	4833	Law Office of Chester C. Williams LLC	Easement legal	233.80	36,611.72
	Check	04/01/2015	4873	Law Office of Chester C. Williams LLC	Easement legal	1,657.50	38,269.22
	Check	05/15/2015	4884	Law Office of Chester C. Williams LLC	Easement legal	81.25	38,350.47
	Check	05/21/2015	4887	Coltrane & Wilkins LLC	Easement legal fees	300.00	38,650.47
	Check	07/01/2015	4898	Law Office of Chester C. Williams LLC	Easement legal	796.25	39,446.72
	Check	10/12/2015	4924	Minor, Haight & Arundell	Easement	1,407.82	40,854.54
	Check	10/12/2015	4925	Coltrane & Wilkins LLC	Easement legal fees	2,940.00	43,794.54
	Check	10/22/2015	4927	Law Office of Chester C. Williams LLC	Easement legal	1,352.50	45,147.04
	Check	11/11/2015	4936	Law Office of Chester C. Williams LLC	Easement legal	243.75	45,390.79
	Check	04/18/2016	4986	Coltrane & Wilkins LLC	Easement legal fees	60.00	45,450.79
Total Legal Fees						45,450.79	45,450.79
TOTAL						<u>45,450.79</u>	<u>45,450.79</u>

001100



RECEIVED JUN 26 2013

06/21/2013 RJA

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Carolina Center
c/o Kumar Viswanathan
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 06/21/2013
Invoice #: 45260

RE: Easement

For Services Rendered From 02/21/2013 Through 06/21/2013

SERVICES RENDERED		REGULAR ACCOUNT ACTIVITY			
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
02/21/2013	SSC	Meeting with Bob Arundell to discuss Easement Issue for Carolina Center	200.00	.60	120.00
02/25/2013	SSC	Work on client file/matters. Reviewing all past correspondence, deeds, plats and other materials in both MHA file and Client File in preparation of legal research into easement issue. Review of SC Jurisprudence on easements, and notations of cases on point.	200.00	4.00	800.00
02/26/2013	SSC	Work on file. Identification and acquisition of additional plats from county records.	200.00	1.20	240.00
02/28/2013	SSC	Research and legal research.	200.00	4.00	800.00
03/05/2013	RJA	Interoffice conference with Stacey Collins.	225.00	.10	22.50
03/05/2013	RJA	Telephone conference with Kumar; e-mail copy of easement memo.	225.00	.20	45.00
03/05/2013	SSC	Draft of memorandum on easement issue.	200.00	2.50	500.00
03/06/2013	SSC	Work on client file/matters. Discussion w/ B. Arundell re: research results and specific dates on which notices were provided.	200.00	.20	40.00
05/20/2013	RJA	Review and respond to E-Mail message sent by/for client; set-up meeting for 5/23/13.	225.00	.25	56.25
05/23/2013	RJA	Meeting with Kumar, Russell Patterson and Enmark representative; follow-up meeting with Kumar.	225.00	1.00	225.00

001101

Carolina Center

06/11/2013 RJA	Review and respond to E-Mail message sent by/for client; e-mail to Russell Patterson.	225.00	.10	22.50
06/20/2013 RJA	Review and respond to E-Mail message sent by/for client.	225.00	.10	22.50
06/21/2013 RJA	Telephone conference with Kumar.	225.00	.15	33.75
06/21/2013 RJA	Interoffice conference with Stacey, re: proceed to litigation.	225.00	.15	33.75
06/21/2013 RJA	Professional Discount - We appreciate your business!	0.00	.00	~~461.25~~

INVOICE MUST BE PAID WITHIN TEN DAYS
TO QUALIFY FOR DISCOUNT! THANK YOU.

TOTAL SERVICES RENDERED: 14.55 \$2,500.00

TIMEKEEPER SUMMARY:

RJA	- Robert J. Arundell	.00 HRS @ \$ 0.00/HR =	-461.25
RJA	- Robert J. Arundell	2.05 HRS @ \$ 225.00/HR =	461.25
SSC	- Stacey S Collins	12.50 HRS @ \$ 200.00/HR =	2,500.00
Totals		14.55	\$2,500.00

PREVIOUS BALANCE: 0.00
CURRENT CHARGES: 2,500.00
LESS PAYMENTS: 0.00TOTAL AMOUNT DUE: \$2,500.00Due within ten days of receipt.
We appreciate prompt payment.- (2)
- 7/7/13

- ccm c

- Legal

001102

RECEIVED AUG 1 2 2013

08/07/2013 RJA

Minor, Haight & Arundell, P.C.
 203 Clarendon Building - Village at Wexford
 Post Office Drawer 6067
 Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
 Carolina Center Building Corporation
 P.O. Box 7567
 Hilton Head Island SC 29938-7567

Client #: 99230
 File #: AM42180-13
 As of Date: 07/31/2013
 Invoice #: 45774

RE: Easement

For Services Rendered From 06/21/2013 Through 07/31/2013

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED					
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
06/21/2013	EKH	Interoffice conference with S. Collins re: gas station "easement" dispute.	225.00	.20	45.00
06/21/2013	SSC	Meeting with R. Arundell and E. Haight to discuss prescriptive easement issues and litigation strategy.	200.00	.20	40.00
06/21/2013	RJA	Interoffice conference S. Collins regarding easement dispute.	225.00	.20	45.00
06/24/2013	RJA	Interoffice conference with Stacey; interoffice conference with Rick; e-mail to Kumar.	225.00	.25	56.25
06/24/2013	SSC	Meeting with R. Arundell to review litigation strategy in preparation for client meeting.	200.00	.06	12.00
06/25/2013	SSC	Meeting with client to review options for overturning easement.	200.00	.75	150.00
07/08/2013	EKH	Interoffice conference with S. Collins; review letter to R. Patterson.	225.00	.20	45.00
07/08/2013	SSC	Letter to R. Patterson re: closure; discussion with R. Haight re: TRO procedures.	200.00	.70	140.00
07/09/2013	SSC	Revise letter to R. Patterson	200.00	.20	40.00
07/15/2013	RJA	Meeting with Kumar.	225.00	.25	56.25
07/15/2013	THV	Interoffice conference with RJA; Research BC Sheriff address and fax number.	50.00	.20	10.00
07/19/2013	SSC	Telephone call from R. Patterson; call to client; discussion of easement issue w/ R. Arundell	200.00	.30	60.00

001103

07/19/2013 RJA	Interoffice conference with S. Collins.	225.00	.10	22.50
07/22/2013 RJA	Review and respond to E-Mail message sent by/for client.	225.00	.10	22.50
07/22/2013 RJA	Meeting with Kumar; Interoffice conference with S. Collins.	225.00	2.20	495.00
07/22/2013 SSC	Draft of Declaratory Judgment and Memorandum; discussion w/ R. Arundell	200.00	5.60	1,120.00
07/23/2013 RJA	Review and respond to E-Mail message sent by/for client.	225.00	.10	22.50
07/23/2013 EKH	Telephone conference with S. Collins.	225.00	.10	22.50
07/23/2013 SSC	Draft (cont.) of Memorandum	200.00	3.00	600.00
07/24/2013 RJA	Review letter agreement from Russell Patterson; e-mail to Kumar.	225.00	.15	33.75
07/24/2013 RJA	Follow-up meeting with Kumar to review pictures; discuss Patterson letter.	225.00	.10	22.50
07/24/2013 EKH	Interoffice conference with S. Collins; review and revise Memorandum of Law; review and revise Complaint; send email to S. Collins with comments.	225.00	1.70	382.50
07/25/2013 SSC	Draft (continued) Declaratory Judgment and memorandum.	200.00	4.06	812.00
07/26/2013 RJA	Meeting with Kumar; review new surveys.	225.00	.25	56.25
07/30/2013 RJA	Telephone conference with Kumar.	225.00	.10	22.50
07/30/2013 RJA	Interoffice conference with Stacey.	225.00	.10	22.50
07/30/2013 SSC	Draft of Complaint for Declaratory Judgment and preparation of exhibits	200.00	3.50	700.00
07/31/2013 SSC	Revise Complaint; reduce plats for exhibit attachments.	200.00	2.00	400.00
07/31/2013 EKH	Interoffice conference with S. Collins; review and revise draft Complaint and review proposed exhibits.	225.00	.60	135.00
07/31/2013 RJA	15% Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	~~131.60~~
07/31/2013 SSC	10% Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	~~407.40~~
07/31/2013 EKH	10% Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	~~53.00~~

TOTAL SERVICES RENDERED: 27.27 \$4,989.50

001104

09/19/2013 RJA

RECEIVED SEP 23 2013

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 09/15/2013
Invoice #: 46103

RE: Easement

For Services Rendered From 08/01/2013 Through 09/15/2013

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED					
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
08/01/2013	EHB	Draft templates for Plaintiff's Interrogatories to Defendant, Plaintiff's Requests for Production to Defendant and Requests to Admit.	80.00	1.50	120.00
08/01/2013	EKH	Interoffice conferences with S. Collins; review Online ROD records re: Plat; review and revise draft Complaint.	225.00	.90	202.50
08/01/2013	SSC	Interoffice conference with Rick Haight.	200.00	.15	30.00
08/05/2013	RJA	Review and respond to E-Mail message sent by/for client.	225.00	.10	22.50
08/05/2013	EKH	Interoffice conference with SSC.	225.00	.10	22.50
08/05/2013	SSC	Interoffice conference with Rick Haight.	200.00	.10	20.00
08/06/2013	EKH	Review and revise Complaint; legal research re: Declaratory Judgment Actions; interoffice conference with S. Collins re: restructuring of Complaint.	225.00	1.40	315.00
08/06/2013	SSC	Interoffice conference with Rick Haight.	200.00	.25	50.00
08/07/2013	EKH	Review and revise Complaint.	225.00	.30	67.50
08/07/2013	SSC	Revise Complaint	200.00	.90	180.00
08/08/2013	EKH	Review and revise Complaint; interoffice conferences with S. Collins re: injunction; review letter from Town of Hilton Head Island; send email to S. Collins	225.00	.80	180.00

001105

Case #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 2
Invoice #: 46103

08/08/2013 SSC	Revise Complaint	200.00	.40	80.00
08/09/2013 SSC	Work on client file/matters. Final revisions; prep. of case for filing.	200.00	4.50	900.00
08/12/2013 RJA	Interoffice conference with Stacey; telephone call to Kumar; meeting with Kumar.	225.00	.35	78.75
08/12/2013 SSC	Interoffice conference with R. Arundell.	200.00	.10	20.00
08/14/2013 RJA	Interoffice conference with Stacey.	225.00	.10	22.50
08/14/2013 SSC	Interoffice conference with R. Arundell.	200.00	.10	20.00
09/13/2013 EHB	Work on client file/matters.	80.00	.10	8.00
09/15/2013 RJA	Professional Discount - We appreciate your business!	0.00	.00	-23.75
	INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.			
09/15/2013 SSC	Professional Discount - We appreciate your business!	0.00	.00	-124.00
	INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.			
TOTAL SERVICES RENDERED:		12.15		\$2,191.50

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	1.60 HRS @ \$ 80.00/HR =	128.00
EKH	- Ehrick K. Haight, Jr.	3.50 HRS @ \$ 225.00/HR =	787.50
RJA	- Robert J. Arundell	.00 HRS @ \$ 0.00/HR =	-23.75
RJA	- Robert J. Arundell	.55 HRS @ \$ 225.00/HR =	123.75
SSC	- Stacey S Collins	.00 HRS @ \$ 0.00/HR =	-124.00
SSC	- Stacey S Collins	6.50 HRS @ \$ 200.00/HR =	1,300.00
Totals		12.15	\$2,191.50

COSTS ADVANCED

DATE	DESCRIPTION	AMOUNT
08/14/2013	Beaufort County Clerk of Court - Filing fee for Summons and Complaint # 25295	150.00
TOTAL COSTS ADVANCED:		\$150.00

PAYMENTS

DATE	DESCRIPTION	AMOUNT
08/16/2013	Payment Received - Thank You	4,989.50
TOTAL PAYMENTS RECEIVED:		\$4,989.50

001106

File #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 3
Invoice #: 46103

PREVIOUS BALANCE: 4,989.50
CURRENT CHARGES: 2,341.50
LESS PAYMENTS: 4,989.50

TOTAL AMOUNT DUE: \$2,341.50

Due within ten days of receipt.
We appreciate prompt payment.

- (W)
- CERC
- 10/31/2013

001107

11/08/2013 RJA

RECEIVED NOV 12 2013

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 10/31/2013
Invoice #: 46707

RE: Easement

For Services Rendered From 09/13/2013 Through 10/31/2013

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED					
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
09/13/2013	EHB	Work on client file/matters.	80.00	.10	8.00
09/25/2013	SSC	Review Answer & Counterclaims by Enmark	200.00	.20	40.00
09/25/2013	EKH	Interoffice conference with S. Collins.	225.00	.10	22.50
09/30/2013	SSC	Draft of Reply to Counterclaims.	200.00	1.10	220.00
09/30/2013	EKH	Interoffice conference with S. Collins; review Answer and Counterclaims; review and revise Reply to Counterclaims.	225.00	.40	90.00
10/01/2013	RJA	Telephone conference with Greg Alford.	225.00	.25	56.25
10/01/2013	RJA	Telephone conference with Kumar.	225.00	.25	56.25
10/01/2013	RJA	Follow-up E-mail to Greg Alford.	225.00	.15	33.75
10/01/2013	RJA	Interoffice conference with Stacey; follow-up e-mail to Kumar.	225.00	.15	33.75
10/01/2013	SSC	Interoffice conference with R. Arundell.	200.00	.10	20.00
10/02/2013	EKH	Review and revise Reply.	225.00	.10	22.50
10/11/2013	EHB	Interoffice conference w/ Stacey Collins; Telephone call to Deb at Russell Patterson's Office; Draft framework for Plaintiff's Responses to Defendant's Interrogatories & Defendant's Request for Production; Draft letter to Russell Patterson requesting an extension to respond to Plaintiff's discovery; Email request for extension to Russell Patterson; Calendar date discovery responses are due.	80.00	2.10	168.00

001108

File #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 2
Invoice #: 46707

10/11/2013 SSC	Draft Discovery	200.00	.20	40.00
10/14/2013 MFL	Work on client file/matters and mail letter for S. Collins.	225.00	.20	45.00
10/23/2013 EHB	Work on client file/matters; Make revisions to First Interrogatories & First Request for Production to Enmark.	80.00	.70	56.00
10/23/2013 SSC	Draft of discovery responses; review of files, email to client.	200.00	2.80	560.00
10/24/2013 EKH	Interoffice conference with S. Collins; review and revise discovery requests.	225.00	.40	90.00
10/24/2013 SSC	Draft of Interrogatories, Request to Produce to Enmark	200.00	1.50	300.00
10/28/2013 EHB	Prepare duplicate copies of file documentation for use as exhibits/attachments in responses to Island Chevron's discovery; Telephone call to Lynn at Kumar's office, re: copying large prints; Take 2 prints to Savannah Blue Print for copying.	80.00	1.80	144.00
10/30/2013 EHB	Work on client file/matters; Pick up copies of prints to be provided in discovery responses from Savannah Blueprint.	80.00	.30	24.00

TOTAL SERVICES RENDERED: 12.90 \$2,030.00

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	5.00 HRS @ \$ 80.00/HR =	400.00
EKH	- Ehrick K. Haight, Jr.	1.00 HRS @ \$ 225.00/HR =	225.00
MFL	- Maria F Lara	.20 HRS @ \$ 225.00/HR =	45.00
RJA	- Robert J. Arundell	.80 HRS @ \$ 225.00/HR =	180.00
SSC	- Stacey S Collins	5.90 HRS @ \$ 200.00/HR =	1,180.00
Totals		12.90	\$2,030.00

COSTS ADVANCED

DATE	DESCRIPTION	AMOUNT
10/29/2013	Four Star Title Abstractors, Inc. - 45 MINUTES/ 18 COPIES #25516	46.50
10/29/2013	Four Star Title Abstractors, Inc. - 4.5 HOURS OF RESEARCH/ 28 COPIES #25516	239.00
TOTAL COSTS ADVANCED:		\$285.50

EXPENSES ADVANCED

DATE	DESCRIPTION	AMOUNT
------	-------------	--------

001109

File #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 3
Invoice #: 46707

10/31/2013

Copies

TOTAL EXPENSES ADVANCED: 109.00
\$109.00

PAYMENTS
DATE

DESCRIPTION

AMOUNT

10/04/2013

Payment Received - Thank You

2,341.50

TOTAL PAYMENTS RECEIVED: \$2,341.50

PREVIOUS BALANCE: 2,341.50

CURRENT CHARGES: 2,424.50

LESS PAYMENTS: 2,341.50

TOTAL AMOUNT DUE: \$2,424.50

Due within ten days of receipt.
We appreciate prompt payment.

- (2)
- amc
- Legal
- 11/12/13

001110

2014 RJA

RECEIVED JAN 22 2014

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 12/31/2013
Invoice #: 47454

RE: Easement

For Services Rendered From 11/04/2013 Through 12/31/2013

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED		DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
DATE	TKPR				
11/04/2013	SSC	Email correspondence from client re: discovery	200.00	.06	12.00
11/06/2013	EKH	Interoffice conference with S. Collins; review discovery responses; interoffice conference with E. Montgomery.	225.00	.40	90.00
11/11/2013	EHB	Work on client file/matters; Redact emails to include in discovery.	80.00	.40	32.00
11/11/2013	EKH	Interoffice conference with S. Collins; review and revise Answers to Interrogatories.	225.00	.30	67.50
11/11/2013	SSC	Meeting with client to review discovery and related matters; revisions to documents; review of title policy provided by client; tele. call from client regarding original Owner's Policy.	200.00	1.06	212.00
11/14/2013	EHB	Draft Certificates of Service & transmittals to Russell Patterson; Copy files dropped off by Kurmar; Locate Chicago Title Policy for exhibit to Interrogatories.	80.00	.90	72.00
11/14/2013	EKH	Review discovery responses; interoffice conference with S. Collins.	225.00	.30	67.50
11/14/2013	SSC	Revise Interrogatories; review title work provided by client	200.00	1.10	220.00
11/15/2013	EHB	Work on client file/matters; Prepare 3 sets of numbered copies of discovery response; Revise transmittal letters & Certificates of Service; Prepare copies of Plaintiff's discovery to Enmark; File Affidavits of Service with the Clerk of Court; Interoffice	80.00	2.50	200.00

001111

Kumar K. Viswanathan
 Carolina Center Building Corporation

Invoice #: 47454

	conference w/ Tonia re: numbering attachments to Request for Production; Hand deliver / serve copies of Plaintiff's Responses to Defendant's discovery requests and Plaintiff's first discovery requests to Defendant.			
11/15/2013 THV	Interoffice conference with EHB re: numbering attachments to Request for Production.	50.00	.40	20.00
11/15/2013 SSC	Telephone calls to/from Chicago Title re: possible claim on title insurance.	200.00	.30	60.00
11/19/2013 EHB	Work on client file/matters.	80.00	.10	8.00
12/02/2013 EHB	Telephone call from Debbie at Russell Patterson's office; Scan & email copies of Plaintiff's discovery request to Debbie	80.00	.10	8.00
12/03/2013 SSC	Interoffice conference with R. Haight.	200.00	.06	12.00
12/05/2013 RJA	Meeting with Kumar, Rick, and Stacey. (BILLING RATE IS DISCOUNTED 50%)	112.50	1.75	196.88
12/05/2013 EKH	Interoffice conference with S. Collins; review file (memorandum and pleadings); conference with K. Viswanathan, RJA and S. Collins. (BILLING RATE IS DISCOUNTED 50%).	112.50	2.40	270.00
12/05/2013 SSC	Interoffice conference with EKH; review file (memorandum and pleadings); conference with K. Viswanathan, RJA and EKH (BILLING RATE IS DISCOUNTED 50%).	100.00	2.40	240.00
12/17/2013 SSC	Interoffice conference with E. Montgomery re: discovery issues.	200.00	.06	12.00
12/18/2013 EHB	Work on client file/matters; Scan & email color photographs to Russell Patterson.	80.00	.20	16.00
		TOTAL SERVICES RENDERED:		14.79 \$1,815.88

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	4.20 HRS @ \$ 80.00/HR =	336.00
EKH	- Ehrick K. Haight, Jr.	2.40 HRS @ \$ 112.50/HR =	270.00
EKH	- Ehrick K. Haight, Jr.	1.00 HRS @ \$ 225.00/HR =	225.00
RJA	- Robert J. Arundell	1.75 HRS @ \$ 112.50/HR =	196.88
SSC	- Stacey S Collins	2.40 HRS @ \$ 100.00/HR =	240.00
SSC	- Stacey S Collins	2.64 HRS @ \$ 200.00/HR =	528.00
THV	- Tonia H Voegelé, Admin. Asst.	.40 HRS @ \$ 50.00/HR =	20.00
Totals		14.79	\$1,815.88

001112

AM42180-13
Rumar K. Viswanathan
Carolina Center Building Corporation

Page#: 3
Invoice #: 47454

EXPENSES ADVANCED		
DATE	DESCRIPTION	AMOUNT
12/31/2013	Copies	86.30
TOTAL EXPENSES ADVANCED:		\$86.30

PAYMENTS		
DATE	DESCRIPTION	AMOUNT
12/02/2013	Payment Received - Thank You	2,424.50
TOTAL PAYMENTS RECEIVED:		\$2,424.50
PREVIOUS BALANCE:		2,424.50
CURRENT CHARGES:		1,902.18
LESS PAYMENTS:		2,424.50
TOTAL AMOUNT DUE:		\$1,902.18

Due within ten days of receipt.
We appreciate prompt payment.

- @
- CERO C
- legal
- 1/23/14

001113

03/02/2014 RJA

RECEIVED MAR - 6 2014

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 02/28/2014
Invoice #: 47951

RE: Easement

For Services Rendered From 01/07/2014 Through 02/28/2014

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED		DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
DATE	TKPR				
01/07/2014	SSC	Review Discovery responses from R. Patterson.	200.00	1.00	200.00
01/10/2014	SSC	Email correspondence to/from client; to/from R. Patterson	200.00	.12	24.00
02/12/2014	SSC	Email correspondence re: scheduling depositions.	200.00	.10	20.00
02/13/2014	RJA	Review e-mails to/from Kumar and Stacey; telephone conference with Kumar.	225.00	.10	22.50
02/13/2014	SSC	Email correspondence re: scheduling.	200.00	.10	20.00
02/14/2014	SSC	Email correspondence	200.00	.10	20.00
02/19/2014	SSC	Email correspondence to/from R. Patterson	200.00	.06	12.00
02/25/2014	EHB	Work on client file/matters; Calendar deposition dates for Kumar, Houston Demere, etc.	80.00	.10	8.00
02/25/2014	EKH	Conference with Kumar Viswanathan and S. Collins; conference with RJA; interoffice conference with S. Collins; review file; send email to Russell Patterson.	225.00	1.40	315.00
02/25/2014	SSC	Conference with Kumar Viswanathan and R. Haight; interoffice conference with R. Arundell; IOC E. Montgomery re: subpoena of Alice Means.	200.00	1.10	220.00
02/25/2014	RJA	Interoffice conference with R. Haight and S. Collins.	225.00	.25	56.25
02/26/2014	SSC	Email correspondence	200.00	.06	12.00
02/26/2014	SSC	Email correspondence	200.00	.06	12.00

001114

File #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 2
Invoice #: 47951

02/26/2014 EKH	Email correspondence with R. Patterson, et al.; telephone call from Kumar Viswanathan; send emails to Kumar Viswanathan re: Houstoun Demere.	225.00	.50	112.50
02/27/2014 EHB	Interoffice conference with Stacey Collins & E. Haight re: scheduling the deposition of Alice Means; Telephone calls to Alice Means (left message); Research; Draft Notice of Deposition, Certificat of Mailing & Subpoena for Alice Means.	80.00	.70	56.00
02/27/2014 SSC	Interoffice conference with E. Montgomery	200.00	.06	12.00
02/27/2014 EKH	Telephone call from Kumar Viswanathan.	225.00	.10	22.50
02/28/2014 EKH	Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	-112.50
02/28/2014 SSC	Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	-100.00

TOTAL SERVICES RENDERED: 5.91 \$932.25

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	.80 HRS @ \$ 80.00/HR =	64.00
EKH	- Ehrick K. Haight, Jr.	.00 HRS @ \$ 0.00/HR =	-112.50
EKH	- Ehrick K. Haight, Jr.	2.00 HRS @ \$ 225.00/HR =	450.00
RJA	- Robert J. Arundell	.35 HRS @ \$ 225.00/HR =	78.75
SSC	- Stacey S Collins	.00 HRS @ \$ 0.00/HR =	-100.00
SSC	- Stacey S Collins	2.76 HRS @ \$ 200.00/HR =	552.00
Totals		5.91	\$932.25

- @
- ccm.c
- Legal
- 3/6/14

001115

08/2014 RJA

RECEIVED APR 22 2014

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 04/15/2014
Invoice #: 48310

RE: Easement

For Services Rendered From 03/06/2014 Through 04/15/2014

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED		DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
DATE	TKPR				
03/06/2014	EKH	Review documents; telephone call from Alice Means.	225.00	.20	45.00
03/06/2014	EHB	Telephone call to Alice Means re: deposition; Interoffice conference w/ E. Haight; Draft & revise deposition Subpoena & Notice of Deposition (Alice Means); Draft transmittal letter to Alice Means; Draft transmittal letter to Russell Patterson; Draft Notice of Deposition (Houston Demeres) & Certificate of Mailing; Telephone call to Coastal Court Reporting to schedule deposition.	80.00	2.00	160.00
03/07/2014	EHB	Revise documents for deposition of Houston Demeres; Request check for deposition appearance fee for Alice Means.	80.00	.20	16.00
03/07/2014	EKH	Review email from R. Patterson; interoffice conference with S. Collins.	225.00	.30	67.50
03/07/2014	SSC	Interoffice conference with Rick Haight.	200.00	.10	20.00
03/10/2014	EHB	Revise all documents; Prepare copies; Telephone call from process server; Mail Notice of Deposition (Houston Demeres & Alice Means) to Russell Patterson; Meet w/ process server; Have subpoena served on Alice Means; File Certificates of Mailing (2) filed w/ the Clerk of Court;	80.00	1.00	80.00

001116

#: AM42180-13
Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 2
Invoice #: 48310

03/13/2014 EHB	Work on client file/matters; Submit process server's bill for payment; Draft transmittal to the Clerk of Court & file Proof of Service for deposition subpoena (Alice Means).	80.00	.30	24.00
03/13/2014 EKH	Interoffice conference with S. Collins; send email to K. Viswanathan; email correspondence with R. Patterson re: Cary Griffin.	225.00	.40	90.00
03/13/2014 SSC	Interoffice conference with Rick Haight.	200.00	.10	20.00
03/18/2014 EKH	Email correspondence to Cary Griffin; telephone conference with Cary Griffin; email correspondence with Russell Patterson.	225.00	.50	112.50
03/19/2014 EHB	Review & respond to email from E. Haight re: alternative dates for the deposition of Alice Means.	80.00	.10	8.00
03/20/2014 EHB	Work on client file/matters.	80.00	.10	8.00
03/24/2014 EHB	Review email from E. Haight; Telephone call to Alice Means re: changing date of deposition; Telephone call to Russell Patterson re: rescheduling deposition; Telephone call to David Nussbaum at Coastal Court Reporting re: rescheduling the deposition of Alice Means.	80.00	.60	48.00
03/25/2014 EKH	Review documents; email correspondence with K. Viswanathan.	225.00	.30	67.50
03/25/2014 EHB	Draft Amended Notice of Deposition (Alice Means) & Certificate of Mailing; Draft transmittal letterst to Russell Patterson & Alice Means; Prepare copies; Main Amended Notices of Deposition to Russell Patterson & Alice Means; Draft transmittal to the Clerk of Court & file the Certificate of Mailing w/ the Clerk of Court; Mail copies to Kumar.	80.00	.80	64.00
03/27/2014 EHB	Work on client file/matters.	80.00	.10	8.00
03/28/2014 SSC	Work on client file/matters. Preparing file materials for deposition.	200.00	.20	40.00
03/31/2014 EHB	Work on client file/matters re: depositions; Telephone call to David at Coastal Court Reporting; Revise calendar entry re: depositions.	80.00	.30	24.00

001117

: AM42180-13

Kumar K. Viswanathan
Carolina Center Building CorporationPage#: 3
Invoice #: 48310

Date	Code	Description	Rate	Hours	Amount
03/31/2014	EKH	Telephone call from Kumar Viswanathan.	225.00	.10	22.50
03/31/2014	SSC	Email correspondence to Four Star Title re: copy of plat requested by client.	200.00	.06	12.00
04/01/2014	EKH	Interoffice conference with S. Collins; reveiw pleadings; review documents in preparation for depositions.	225.00	2.30	517.50
04/01/2014	SSC	Interoffice conference with R. Haight.	200.00	.20	40.00
04/02/2014	EKH	Conference with Kumar Viswanathan and S. Collins; review discovery; email correspondence with R. Patterson re: closing file; review documents; prepare for depositions.	225.00	5.20	1,170.00
04/02/2014	SSC	Conference with Kumar Viswanathan and R. Haight; work on file.	200.00	3.20	640.00
04/03/2014	EKH	Attend deposition of Kumar Viswanathan; attend deposition of Houstoun Demere; conference with K. Viswanathan, R. Patterson & H. Demere; conference with Kumar Viswanathan; telephone call from K. Viswanathan; review file; send email to Chet Williams and Kumar Viswanathan; review email from R. Patterson; review Online ROD records re: Curb Cut and Access Easement Agreement with Stafford; send email to R. Patterson; conference with Kumar Viswanathan.	225.00	4.50	1,012.50
04/07/2014	EKH	Interoffice conference with S. Collins; telephone call from Kumar Viswanathan; email correspondence with R. Patterson's office.	225.00	.50	112.50
04/07/2014	SSC	Email correspondence	200.00	.10	20.00
04/08/2014	EHB	Work on client file/matters. Hand-deliver disk containg Enmark's discovery information to Kumar.	80.00	.20	16.00
04/08/2014	EKH	Telephone conference with S. Collins.	225.00	.10	22.50
04/08/2014	SSC	Review of additional production disc; IOC F. Lara; t/c from client; IOC w/ R. Haight.	200.00	2.60	520.00
04/08/2014	MFL	Work on client file/matters and download a copy of CD for his K. Viswanathan's review.	60.00	.30	18.00
04/09/2014	EHB	Work on client-file/matters; Confirm deposition w/ Coastal Court Reporting; Telephone call to Alice Means to confirm deposition (left message).	80.00	.20	16.00

001118

Kumar K. Viswanathan

Invoice #: 48310

Carolina Center Building Corporation

04/09/2014 EKH	Review closing documents produced by Russell Patterson; prepare for deposition of Alice Means.	225.00	4.30	967.50
04/09/2014 SSC	Email correspondence	200.00	.06	12.00
04/10/2014 EHB	Telephone call to Alice Means to confirm deposition.	80.00	.10	8.00
04/10/2014 EKH	Telephone call from Kumar Viswanathan; prepare for deposition; attend deposition of Alice Means; conference with Kumar Viswanathan.	225.00	3.00	675.00
04/15/2014 EKH	Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	-514.43
04/15/2014 SSC	Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	-139.50
04/15/2014 EHB	Professional Discount - We appreciate your business! INVOICE MUST BE PAID WITHIN TEN DAYS TO QUALIFY FOR DISCOUNT! THANK YOU.	0.00	.00	-50.57

TOTAL SERVICES RENDERED:	34.62	\$6,000.00
--------------------------	-------	------------

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	.00 HRS @ \$	0.00/HR =	-50.57
EHB	- Elaine H. Bowen	6.00 HRS @ \$	80.00/HR =	480.00
EKH	- Ehrick K. Haight, Jr.	.00 HRS @ \$	0.00/HR =	-514.43
EKH	- Ehrick K. Haight, Jr.	21.70 HRS @ \$	225.00/HR =	4,882.50
MFL	- Maria F Lara	.30 HRS @ \$	60.00/HR =	18.00
SSC	- Stacey S Collins	.00 HRS @ \$	0.00/HR =	-139.50
SSC	- Stacey S Collins	6.62 HRS @ \$	200.00/HR =	1,324.00
Totals		34.62		\$6,000.00

COSTS ADVANCED

DATE	DESCRIPTION	AMOUNT
03/07/2014	ALICE MEANS - Appearance fee and mileage for deposition # 25844	28.68
03/14/2014	Legal Process and Courier Service - Process Service - Invoice 1025 (Means) #25870	75.00
TOTAL COSTS ADVANCED:		\$103.68

EXPENSES ADVANCED

DATE	DESCRIPTION	AMOUNT
------	-------------	--------

001119

#: AM42180-13
Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 5
Invoice #: 48310

04/15/2014	Copies	6.60
04/15/2014	Postage	2.82
TOTAL EXPENSES ADVANCED:		\$9.42

PAYMENTS DATE	DESCRIPTION	AMOUNT
03/11/2014	Payment Received - Thank You	932.25
TOTAL PAYMENTS RECEIVED:		\$932.25
PREVIOUS BALANCE:		932.25
CURRENT CHARGES:		6,113.10
LESS PAYMENTS:		932.25
TOTAL AMOUNT DUE:		<u>\$6,113.10</u>

Due within ten days of receipt.
We appreciate prompt payment.

- (W)
- KRC
- 5/15/14.

001120

RECEIVED JUL - 8 2014

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

July 07, 2014

Attention:

File #: 01733-001

Inv #: 11652

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

- 04/03/2014 Telephone call from and conference with K Viswanathan re: Enmark driveway encroachment and pending litigation; review emails from E Haight and initial review of attached letters from G Alford to R Arundell re: Enmark drive aisle encroachment; telephone call from K Viswanathan re: correspondence with Town and G Alford
- 04/07/2014 Review email from K Viswanathan and attached discovery documents re: Enmark title objections
- 04/08/2014 Review email from K Viswanathan re: C Cousins and T Lewis, and scheduling conference with G Alford; response email to K Viswanathan re: conference with G Alford; review email from K Viswanathan and attached Enmark title insurance policy; review email from K Viswanathan to T Lewis re: scheduling conference with G Alford, and response email to K Viswanathan re: same
- 04/09/2014 Review email from K Viswanathan to T Lewis re: scheduling conference with G Alford; review file materials received from K Viswanathan and E Haight; Engagement letter to K Viswanathan (No Charge)
- 04/10/2014 Telephone call from K Viswanathan re: conference with C Cousins and T Lewis
- 04/11/2014 Review email from K Viswanathan and attached engagement letter (No Charge)
- 04/14/2014 Review email from K Viswanathan to E Haight and attached Enmark permits
- 04/15/2014 Review emails from K Viswanathan re: meeting with Town, and telephone call/vmail to and return telephone call from K Viswanathan re: same

001121

- 05/01/2014 Review BB email from K Viswanathan to T Lewis re: scheduling conference, and SMS text messages to and from REC re: same
- 05/01/2014 Review 04/23/14 email from K Viswanathan and attached 04/23/14 letter from S Collins to R Patterson re: R Arundell correspondence with Town, and initial review of attached correspondence; response email to K Viswanathan and email to C Coltrane re: nonconformities; review and respond to 04/29/14 email from K Viswanathan re: J Wilson and easement issues; review 04/30/14 email from E Haight to K. Viswanathan re: J Wilson file materials; review 04/30/14 emails from K Viswanathan, T Lewis, and R Patterson re: scheduling conference; email to K Viswanathan re: Enmark title insurance policy
- 05/02/2014 Review response emails from L Viswanathan, and 05/08/14 conference with G Alford, C Cousins, T Lewis, and R Patterson, Enmark title insurance policy, and nonconformities; telephone call from C Coltrane re: nonconformities and draft revised Land Management Ordinance; review response email from C Coltrane and J Gant re: nonconformities; telephone call from R Arundell re: history of Town discussions, T Lewis, R Patterson, G Alford, and history of drive aisle; review email from K Viswanathan to R Arundell re: Enmark title policy; review email from K Viswanathan and attached documents re: R Arundell correspondence with Town; review email from K Viswanathan and attached 03/19/09 title insurance policy
- 05/03/2014 Review response emails from G Quick re: nonconformities
- 05/05/2014 Review email from K Viswanathan re: 05/08/14 conferences; conference with K Viswanathan to review materials in preparation for 05/08/14 conference with G Alford; review plats received from River Title, Inc.
- 05/07/2014 Review email from K Viswanathan and forwarded email from S Collins and attached plat; review email from R Patterson to T Lewis re: status of 05/08/14 conference, and response email from T Lewis to R Patterson re: same; email to K Viswanathan forwarding 05/02/14 response email from C Coltrane re: illegal nonconformities; review email from R Patterson to E Haight and R Arundell re: 07/24/13 agreement; review email from R Patterson to T Lewis re: timing and pending litigation; telephone conference call with R Arundell and K Viswanathan re: 07/24/13 letter agreement, and copies of pleadings; return telephone call from K Viswanathan re: R Arundell, and R Patterson emails to and from T Lewis re: 05/08/14 conference; review email from K Viswanathan re: 07/24/13 letter; initial review of pleadings; review title documents and file materials; initial draft of timeline; review email from R Arundell re: draft response email to R Patterson and 07/24/13 letter. and telephone call/message to and return telephone call from R Arundell re: same; review email from R Arundell to K Viswanathan re: R Patterson and 05/08/14 conference; review T Lewis further response email to R Patterson re: 05/08/14 conference; review Beaufort County Register of Deeds Office online title records; review and revise draft timeline; review response emails from K Viswanathan to R Arundell re: R Patterson and 05/08/14 conference, and telephone call from R Arundell re: same; review email from R Haight re: pleading; telephone conference with K Viswanathan re: status and timeline

2014

Review file materials, title documents, and correspondence, and conference with K Viswanathan re: same, and strategy for further actions; review Beaufort County Assessor's Office online property tax records; review and revise timeline; telephone conference with S Collins re: copy of 10/29/12 letter from R Arundell to Enmark; compile title and other timeline documents; review, revise, and finalize timeline; conference with K Viswanathan, T Lewis, G Alford, and R Patterson re: nonconforming status of drive aisle, and Town action re: same; telephone call from K Viswanathan re: C Coltrane as expert witness, and referral to E Haight for litigation issues

05/09/2014

Review and respond to email from K Viswanathan re: documents from 05/08/14 conference; review and respond to email from K Viswanathan re: C Coltrane; review response email from K Viswanathan

05/14/2014

Telephone call/vmail to and return telephone call from C Cotrane re: nonconformities issues; telephone call/message from K Viswanathan

05/15/2014

Review email from K Viswanathan re: G Alford; conference with K Viswanathan re: documents, and C Coltrane

Totals

\$9,880.00

EXPENSES, COSTS and DISBURSEMENTS

05/08/2014

Digital Scanning Service -- 6 @ 2.50 Carolina Center Property Exhibit dated 2013-07-26

15.00

Totals

\$15.00

Total Fees and Disbursements

\$9,895.00

Previous Balance

\$0.00

Previous Payments

\$0.00

Interest Due

\$0.00

Balance Due Now**\$9,895.00**

Tax ID Number 54-2065418

- @

- CIBC - legal

- 7/8/14

001123

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.

September 26, 2014

Mr. Kumar K. Viswanathan

Post Office Box 7567

Hilton Head Island, SC 2938-7567

File #: 01733-001

Inv #: 11873

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

- 08/01/2014 Telephone call from F Kuhn re: 08/13/14 deposition of T Lewis, R Patterson, LMO issues, Town as defendant, and Enmark title policy; email to F Kuhn with 03/19/09 Enmark title policy; review emails from F Kuhn; review email from F Kuhn to K Viswanathan re: Town as defendant; review response email from K Viswanathan to F Kuhn re: Town as defendant, agreement with R Patterson, maintenance of drive aisle, contractor, and prescriptive easement
- 08/04/2014 Telephone call from K Viswanathan re: 08/02/14 Invoice 11762 (No Charge)
- 08/08/2014 Review prior versions of Land Management Ordinance re: development activities; telephone call/message to F Kuhn re: T Lewis 08/13/14 deposition; initial draft of letter to F Kuhn re: T Lewis; review Land Management Ordinance provisions; review, revise, and finalize letter to F Kuhn re: T Lewis, and email same to F Kuhn
- 08/09/2014 Further review of 1987 Land Management Ordinance; email to F Smith re: copy of Ordinance No 94-27
- 08/10/2014 Review response email from K Viswanathan re: 08/08/14 letter to F Kuhn
- Review and adjust Invoice 11765, and email to K Viswanathan re: same (No Charge)
- Courtesy Discount on Attorney's fees of \$698.75 to write off fees billed on Invoice 11765
- 08/11/2014 Review email from E Buckalew and attached Land Management Ordinance amendment Ordinance No. 94-27
- Review response email from K Viswanathan re: Invoice 11765 (No Charge)

001124

Review email from F Kuhn to R Patterson re: postponement of T Lewis deposition

Totals

\$1,227.75

Total Fees and Disbursements

\$1,227.75

Previous Balance

~~\$748.75~~

Previous Payments

\$0.00

Interest Due

~~\$12.34~~

as per
check

Balance Due Now

~~\$1,988.84~~

Tax ID Number 54-2065418

\$ 1,227.75
50.00

- pay. → \$ 1,277.75

- cc mc

- Legal expenses

- @

- 9/29/14.

001125

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

October 25, 2014

Attention:

File #: 01733-001

Inv #: 12045

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

09/29/2014 Review and respond to emails from K Viswanathan re: Invoice 11873 (No Charge)
09/30/2014 Email to K Viswanathan re: status of litigation, and response email from K Viswanathan re: same; email to K Viswanathan re: Georgia contractor business license; review response email from K Viswanathan

~~Courtesy Discount on Attorney's Fees of \$698.75~~

Totals	<u>-\$373.75</u>
Total Fees and Disbursements	<u>-\$373.75</u>
Previous Balance	\$1,976.50
Previous Payments	\$1,277.75
Interest Due	\$0.00
Balance Due Now	<u><u>\$325.00</u></u>

Tax ID Number 54-2065418

— (W)
— ccabc - Legal
— 10/30/14

001126

Moss, Kuhn & Fleming, P.A.
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
843-524-3373 - Telephone
843-524-1302 - Facsimile

Kumar Viswanathan
Post Office Box 7567
Hilton Head Isl SC 29938

Page: 1
11/24/14
Account No: 213637-14
Statement No: 4

Carolina Building Corp v. Enmark

Interim Statement

*Payments received after 11/24/14
are not included on this statement.*

Fees

	Hours
06/12/14 Letter to Chicago Title; Letter to Greg Alford	0.50
Telephone conference with Rick Haight; Meeting with Rick Haight, Inspection of Property, Reviewing File; Letter to Greg Alford; Letter to Chicago Title	8.75
06/17/14 Receipt of Letter from Chicago Title	0.30
06/18/14 Receipt of Letter from Michelle Lehman	0.20
06/19/14 Receipt of Letter from Josh Hill	0.20
07/07/14 Letter to Client	0.20
07/10/14 Letter to Russell Patterson; Preparation of Notice of Deposition	0.50
08/01/14 Letter to Thomas Dewitt; Preparation of Subpoena	0.50
08/14/14 Preparation of Motion to Amend Complaint; Preparation of Amended Complaint	1.50
Letter to Russell Patterson; Letter to Client; Review Documents from Robinson Grant; Letter to Russell Patterson; Preparation of Motion to Amend	1.00
11/20/14 Letters to Russell Patterson and Greg Alford	0.30

001127

Kumar Viswanathan

Page: 2
11/24/14
Account No: 213637-14
Statement No: 4

Carolina Building Corp v. Enmark

For Current Services Rendered 13.95 3,487.50

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
H. Fred Kuhn, Jr.	13.95	\$250.00

Expenses

06/12/14 Photocopy charges (9pg)	4.50
06/12/14 Postage (3 @\$.90/ea and 1 @ \$1.11)	3.81
08/01/14 Postage	6.48
08/14/14 Photocopy charges (105pg)	52.50
08/14/14 Filing fee - Common Pleas	25.00
08/14/14 Postage	2.45
08/15/14 Depreciation Document - Robinson Grant & Co.	30.00
11/19/14 Photocopy charges (120pg)	60.00
11/20/14 Postage (2 packages @ \$2.90/each)	4.90

Total Expenses

189.64

Total Current Work

3,677.14

Balance Due

\$3,677.14

Billing History

<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
3,487.50	13.95	189.64	0.00	0.00	0.00

- @
- CMC
- Legal fees
- 11/30/14

A finance charge of 1% per month will be assessed
on all accounts past due 30 days.

001128

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

February 04, 2015

File #: 01733-001

Inv #: 12315

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

01/27/2015 Review email from K Viswanathan re: 02/04/15 conference with F Kuhn and
02/12/15 deposition of T Lewis

01/29/2015 Telephone call from K Viswanathan re: 02/04/15 conference with F Kuhn and
02/12/15 deposition of T Lewis; review email from K Viswanathan re:
Amended Complaint

Totals

\$227.50

EXPENSES, COSTS and DISBURSEMENTS

02/04/2015 Photocopies of documents for conference -- 42 @ 6.30
0.15

Totals

\$6.30

Total Fees and Disbursements

\$233.80

Previous Balance

\$0.00

Previous Payments

\$0.00

Interest Due

\$0.00

Balance Due Now

\$233.80

Tax ID Number 54-2065418

- @
- ce/bc
- Easement litigation
legal expense
- 2/10/15

001129

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

March 22, 2015

File #: 01733-001

Inv #: 12384

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

02/03/2015 Initial review of 11/19/14 Amended Complaint; email to K Viswanathan re: Town Answer to Amended Complaint; compile pleadings; review response email from K Viswanathan re: Town Answer to Amended Complaint; initial review of Town Answer to Amended Complaint

02/04/2015 Review file materials in preparation for conference; travel to and from K Viswanathan's office for conference with K Viswanathan and F Kuhn re: litigation matters; email to F Kuhn with copy of 03/15/11 Land Management Ordinance

02/05/2015 Review response email from F Kuhn re: 02/04/15 conference

02/09/2015 Review buffer requirements under 10/07/14 Land Management Ordinance, and telephone conference with K Viswanathan re: same

02/10/2015 Return telephone calls/vmail/message from K Viswanathan; email from and telephone call from F Kuhn re: postponement of T Lewis deposition, and buffer issues

02/17/2015 Return telephone conference with and return telephone call from K Viswanathan re: 10/07/14 Land Management Ordinance buffer requirements

Totals

\$1,657.50

Total Fees and Disbursements

\$1,657.50

- (w)

- C.C.W.

- Encroachment
lawsuit

001130

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

May 04, 2015

Carolina Center Building Corp.

Mr. Kumar K. Viswaniathan

Post Office Box 7567

Hilton Head Island, SC 2938-7567

File #: 01733-001

Inv #: 12559

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

03/16/2015 02/19/15 telephone call/message from and return telephone conference with K
Viswanathan re: status of litigation

Totals

\$81.25

Total Fees and Disbursements

\$81.25

Previous Balance

\$1,657.50

Previous Payments

\$1,657.50

Interest Due

\$0.00

Balance Due Now

\$81.25

Tax ID Number 54-2065418

- (e)
- C of C
- 5/8/15
- Easement matter - legal fees

001131

Coltrane & Wilkins LLC
 PO Box 6808
 Hilton Head Island, SC 29938
 Phone: 843-785-5551

INVOICE

Moss, Kuhn & Fleming, PA
 H. Fred Kuhn, Jr., Esq.
 PO Box 507
 Beaufort, SC 29901

Invoice 20847

Date	May 01, 2015
Terms	
Service Thru	Apr 30, 2015

In Reference To: Expert Witness in Carolina Bldg v Enmark (Labor)

Date	By	Services	Hours	Rates	Amount
04/30/2015	CLC	Conference: Conference with H. Fred Kuhn and Kumar Viswanathan.	1.00	300.00/hr	300.00
					Total Hours
					1.00 hrs
					Total Labor
					300.00
					Total Invoice Amount
					300.00
					Previous Balance
					0.00
					Balance (Amount Due)
					300.00

- (cc)
 - cc to CLC - Easement matter - legal fees
 - 5/15/15

5/8/15

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

June 01, 2015

Attention:

File #: 01733-001

Inv #: 12628

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

05/04/2015 Telephone call from K. Viswanathan re: 05/05/15 deposition of T Lewis; review email from K. Viswanathan to F Kuhn re: 05/05/15 T Lewis deposition
05/05/2015 Review file materials in preparation for deposition; attend T Lewis deposition; review file materials re: Quail Hill case and aerial photographs, and email to K. Viswanathan and F Kuhn re: same
05/10/2015 Review note on Bundy case, and email to F Kuhn re: same
05/11/2015 Review response email from K. Viswanathan re: Bundy case

Totals \$1,592.50

Total Fees and Disbursements \$1,592.50

Previous Balance \$81.25

Previous Payments \$81.25

Interest Due \$0.00

Balance Due Now

Approved for
\$ 796.25

~~\$1,592.50~~

\$ 796.25

Tax ID Number 54-2065418

As per det Williams

001133

10/06/2015 RJA

Minor, Haight & Arundell, P.C.
203 Clarendon Building - Village at Wexford
Post Office Drawer 6067
Hilton Head Island, SC 29938-6067
843-785-8040

Mr. Kumar K. Viswanathan
Carolina Center Building Corporation
P.O. Box 7567
Hilton Head Island SC 29938-7567

Client #: 99230
File #: AM42180-13
As of Date: 09/30/2015
Invoice #: 52927

RE: Easement

For Services Rendered From 09/30/2015 Through 09/30/2015

REGULAR ACCOUNT ACTIVITY

SERVICES RENDERED					
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
09/30/2015	RJA	Professional Discount - We appreciate your business!	0.00	.00	-190.38
09/30/2015	EKH	Professional Discount - We appreciate your business!	0.00	.00	-1,523.06
09/30/2015	SSC	Professional Discount - We appreciate your business!	0.00	.00	-1,083.06
09/30/2015	THV	Professional Discount - We appreciate your business!	0.00	.00	-10.00
09/30/2015	MFL	Professional Discount - We appreciate your business!	0.00	.00	-18.00
09/30/2015	EHB	Professional Discount - We appreciate your business!	0.00	.00	-16.00
TOTAL SERVICES RENDERED:				0.00	\$-2,840.50

TIMEKEEPER SUMMARY:

EHB	- Elaine H. Bowen	.00 HRS @ \$	0.00/HR =	-16.00
EKH	- Ehrick K. Haight, Jr.	.00 HRS @ \$	0.00/HR =	-1,523.06
MFL	- Maria F Lara	.00 HRS @ \$	0.00/HR =	-18.00
RJA	- Robert J. Arundell	.00 HRS @ \$	0.00/HR =	-190.38
SSC	- Stacey S Collins	.00 HRS @ \$	0.00/HR =	-1,083.06
THV	- Tonia H Voegelé, Admin. Asst.	.00 HRS @ \$	0.00/HR =	-10.00
Totals		0.00		\$-2,840.50

PAYMENTS

DATE	DESCRIPTION	AMOUNT
05/16/2014	Payment Received - Thank You	6,113.10
TOTAL PAYMENTS RECEIVED:		\$6,113.10

001134

File #: AM42180-13
Mr. Kumar K. Viswanathan
Carolina Center Building Corporation

Page#: 2
Invoice #: 52927

PREVIOUS BALANCE: 10,361.42
CURRENT CHARGES: -2,840.50
LESS PAYMENTS: 6,113.10

TOTAL AMOUNT DUE: \$1,407.82

Due within ten days of receipt.
We appreciate prompt payment.

- (u)
- cease
- Easement litigation
- 10/11/15.

001135

Coltrane & Wilkins LLC
PO Box 6808
Hilton Head Island, SC 29938
Phone: 843-785-5551

INVOICE

Moss, Kuhn & Fleming, PA
H. Fred Kuhn, Jr., Esq.
PO Box 507
Beaufort, SC 29901

Invoice 20983

Date	Sep 01, 2015
Terms	
Service Thru	Aug 31, 2015

In Reference To: Expert Witness in Carolina Bldg v Enmark (Labor)

Date	By	Services	Hours	Rates	Amount
08/25/2015	CLC	Research: Research and work on proposed affidavit for this case.	3.30	\$ 300.00/hr	\$ 990.00
08/26/2015	CLC	Research: Additional research and revision to proposed affidavit.	1.50	\$ 300.00/hr	\$ 450.00
08/31/2015	CLC	Review Materials: Review revised affidavit from Kumar Viswanathan.	0.30	\$ 300.00/hr	\$ 90.00
Total Hours					5.10 hrs
Total Labor					\$ 1,530.00
Total Invoice Amount					\$ 1,530.00
Previous Balance					\$ 300.00
Balance (Amount Due)					\$ 1,530.00

Payment History:

Date	Type	Payment Description	Amount
6/3/2015	Payment - Check	Payment received on Invoice # 20847	(\$300.00)

- (u)
- Ce Proc
- Legal
- Easement
litigation

001136

Coltrane & Wilkins LLC
 PO Box 6808
 Hilton Head Island, SC 29938
 Phone: 843-785-5551

INVOICE

Moss, Kuhn & Fleming, PA
 H. Fred Kuhn, Jr., Esq.
 PO Box 507
 Beaufort, SC 29901

Invoice 21013

Date	Oct 01, 2015
Terms	
Service Thru	Sep 30, 2015

In Reference To: Expert Witness in Carolina Bldg v Enmark (Labor)

Date	By	Services	Hours	Rates	Amount
09/01/2015	CLC	Telephone Conversation: Telephone conference with H. Fred Kuhn, Jr., regarding proposed affidavit.	0.50	\$ 300.00/hr	\$ 150.00
09/14/2015	CLC	Telephone call to: Telephone call with H. Fred Kuhn regarding postponement of hearing.	0.20	\$ 300.00/hr	\$ 60.00
09/23/2015	CLC	Attend Hearing: Travel to and from Beaufort, South Carolina; Attend Motions hearings on this case before Hon. Marvin H. Dukes, III.	4.00	\$ 300.00/hr	\$ 1,200.00
			Total Hours		4.70 hrs
			Total Labor		\$ 1,410.00
			Total Invoice Amount		\$ 1,410.00
			Previous Balance		\$ 1,530.00
			Balance (Amount Due)		\$ 2,940.00

— (w)

— CMC —

— Easement litigation

— 10/11/15

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.

Mr. Kumar K. Viswanathan

Post Office Box 7567

Hilton Head Island, SC 2938-7567

September 06, 2015

File #: 01733-001

Inv #: 12836

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

08/24/2015 Review email from R Patterson re: Second Amended Complaint, and response email to F Kuhn re: same

08/25/2015 Review response email from F Kuhn re: R Patterson; review file materials and notes from 05/08/014 conference; response email to F Kuhn re: Second Amended Complaint and R Patterson; review and respond to email from F Kuhn re: 09/14/15 hearing on Motion for Summary Judgment

08/26/2015 Review emails from F Kuhn and K. Viswanathan re: 09/14/15 hearing on Motion for Summary Judgment, and response email to F Kuhn re: attendance at same; review email from F Kuhn to R Patterson re: Second Amended Complaint

Totals

\$1,023.75

Total Fees and Disbursements

\$1,023.75

Previous Balance

\$0.00

Previous Payments

\$0.00

Interest Due

\$0.00

Balance Due Now

\$1,023.75

Tax ID Number 54-2065418

- @
- CC MC
- Easement litigation
- 10/19/15.

001138

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

October 09, 2015

Attention:

File #: 01733-001

Inv #: 12908

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

09/01/2015	Telephone call from C Coltrane re: his affidavit, review of record, G Alford actions, and failure to exhaust administrative remedies
09/10/2015	Review email from F Kuhn re: affidavit of C Coltrane
09/11/2015	Review C Coltrane 09/05/15 affidavit
09/14/2015	Review email from K Viswanathan re: Beaufort hearing; review emails from F Kuhn re: re-scheduling of hearing from 09/23/15, and response email to F Kuhn re: same; review response email from F Kuhn re: 09/23/15 hearing
09/16/2015	Telephone conference with and return telephone call from K. Viswanathan re: attendance at 09/23/15 hearing
09/21/2015	Review and respond to email from K. Viswanathan re: 09/23/15 hearing on Motion for Summary Judgment
09/23/2015	Telephone call from C Coltrane re: results of motions hearing
09/30/2015	Courtesy Discount on Attorney's Fees of \$500.00

Totals

\$328.75

Total Fees and Disbursements

\$328.75

- @
- cc me
- Easement litigation
- 10/19/15

001139

12908

Page 2

October 9, 2015

Previous Balance

\$1,023.75 ??

Previous Payments

\$0.00

Interest Due

~~\$9.09~~

Balance Due Now

~~\$1,361.59~~

Tax ID Number 54-2065418

1352.50

001140

Law Office of Chester C. Williams, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028

Ph: 843-842-5411

Fax: 843-842-5412

Carolina Center Building Corp.
Mr. Kumar K. Viswanathan
Post Office Box 7567
Hilton Head Island, SC 2938-7567

November 02, 2015

File #: 01733-001

Inv #: 12959

Attention:

RE: Enmark Encroachment

TO ALL PROFESSIONAL SERVICES RENDERED including the following:

10/14/2015 Review email from F Kuhn to K Viswanathan re: 10/21/15 conference call
with Judge Dukes
10/18/2015 Review and respond to 10/14/15 email from K Viswanathan re: copy of
09/06/15 invoice (No Charge)
10/23/2015 Review email exchange between F Kuhn and C Coltrane re: Judge Dukes'
Order
10/27/2015 Telephone call from C Coltrane re: Judge Dukes' order (No Charge)

Totals

\$243.75

Total Fees and Disbursements

\$243.75

Previous Balance

\$1,352.50

Previous Payments

\$1,352.50

Interest Due

\$0.00

Balance Due Now

\$243.75

Tax ID Number 54-2065418

— (2)
— CCB
— 11/5/15

001141

ane & Wilkins LLC
Box 6808
Hilton Head Island, SC 29938
Phone: 843-785-5551

INVOICE

Moss, Kuhn & Fleming, PA
H. Fred Kuhn, Jr., Esq.
PO Box 507
Beaufort, SC 29901

Invoice 21188

Date	Apr 01, 2016
Terms	
Service Thru	Mar 31, 2016

In Reference To: Expert Witness in Carolina Bldg v Enmark (Labor)

Date	By	Services	Hours	Rates	Amount
03/18/2016	CLC	E-mail from: E-mail from and to H. Fred Kuhn, Jr., regarding trial schedule.	0.20	\$ 300.00/hr	\$ 60.00

Total Hours 0.20 hrs

Total Labor \$ 60.00

Total Invoice Amount \$ 60.00

Previous Balance \$ 2,940.00

Balance (Amount Due) \$ 60.00

Payment History:

Date	Type	Payment Description	Amount
10/16/2015	Payment - Check	Payment received on Invoice #	(\$2,940.00)

- (u)
- CCRSC

- Legal - Easement
lawsuit

- 4/11/16

001142

IN THE STATE OF SOUTH CAROLINA
IN THE 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,

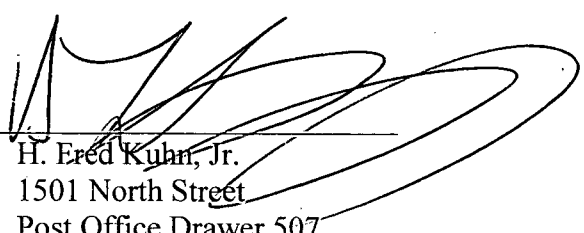
Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by the parties and not any other material.

Respectfully submitted,

MOSS, KUHN & FLEMING, P.A.

By: 

H. Fred Kuhn, Jr.
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901
(843)524-3373
(843)524-1302 – Facsimile

Beaufort, South Carolina
February 23, 2018

Attorneys for the Appellant

RECEIVED
FEB 28 2018
SC Court of Appeals