IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

STEPHEN A. SPITZ, SPECIAL REFEREE

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SC Court of Appeals

APPELLATE CASE NO.: 2016-001878
CASE NO.: 2015-CP-07-1931

JULIA TOMPKINS EWING, Respondent,

vs.

KEITH A. GUEST and STEPHANIE C. GUEST and
PLEASANT POINT PROPERTY OWNERS ASSOCIATION, INC., Defendants

OF WHOM

KEITH A. GUEST and STEPHANIE C. GUEST are Appellants.

RECORD ON APPEAL
VOLUME II

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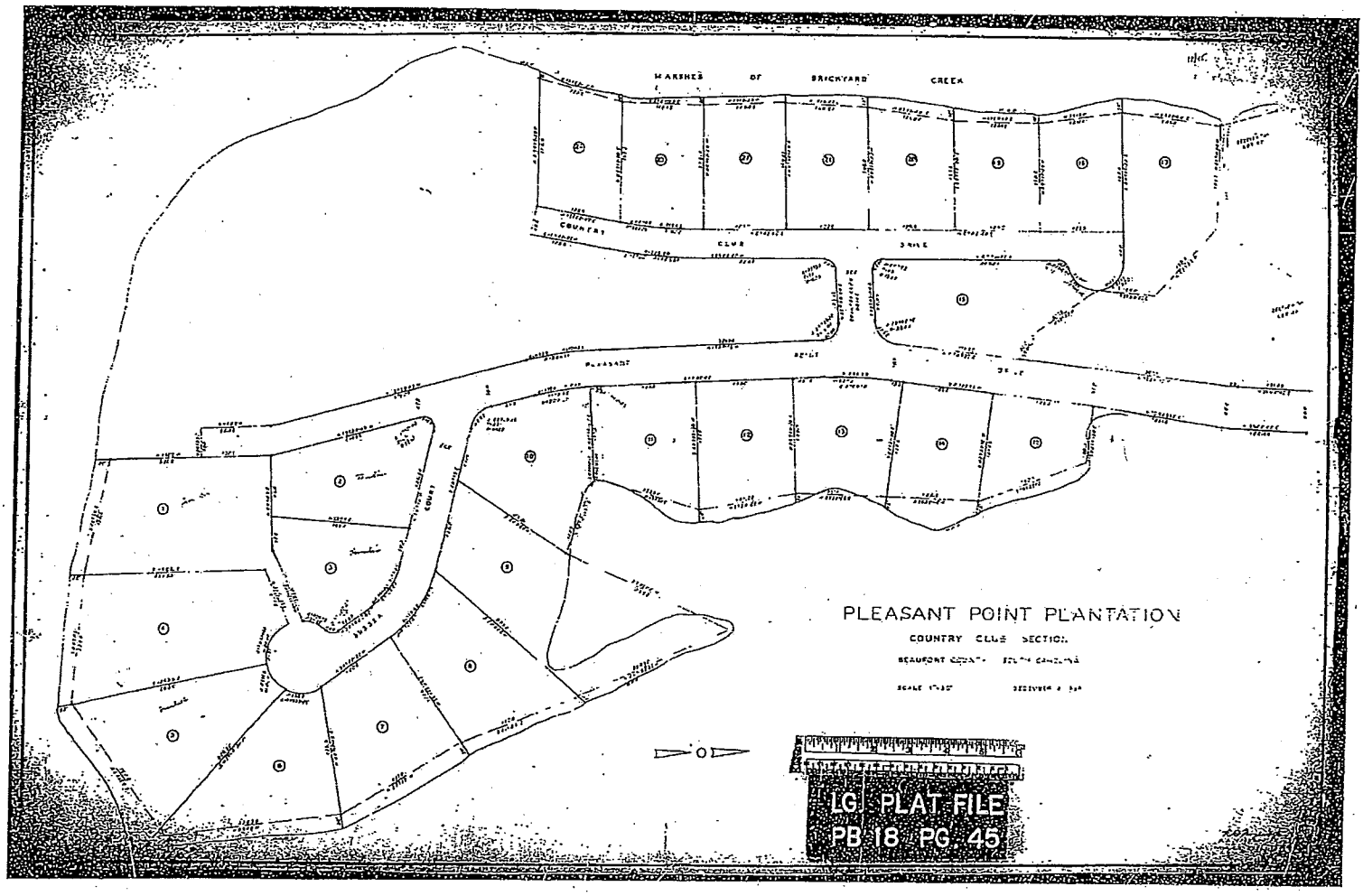
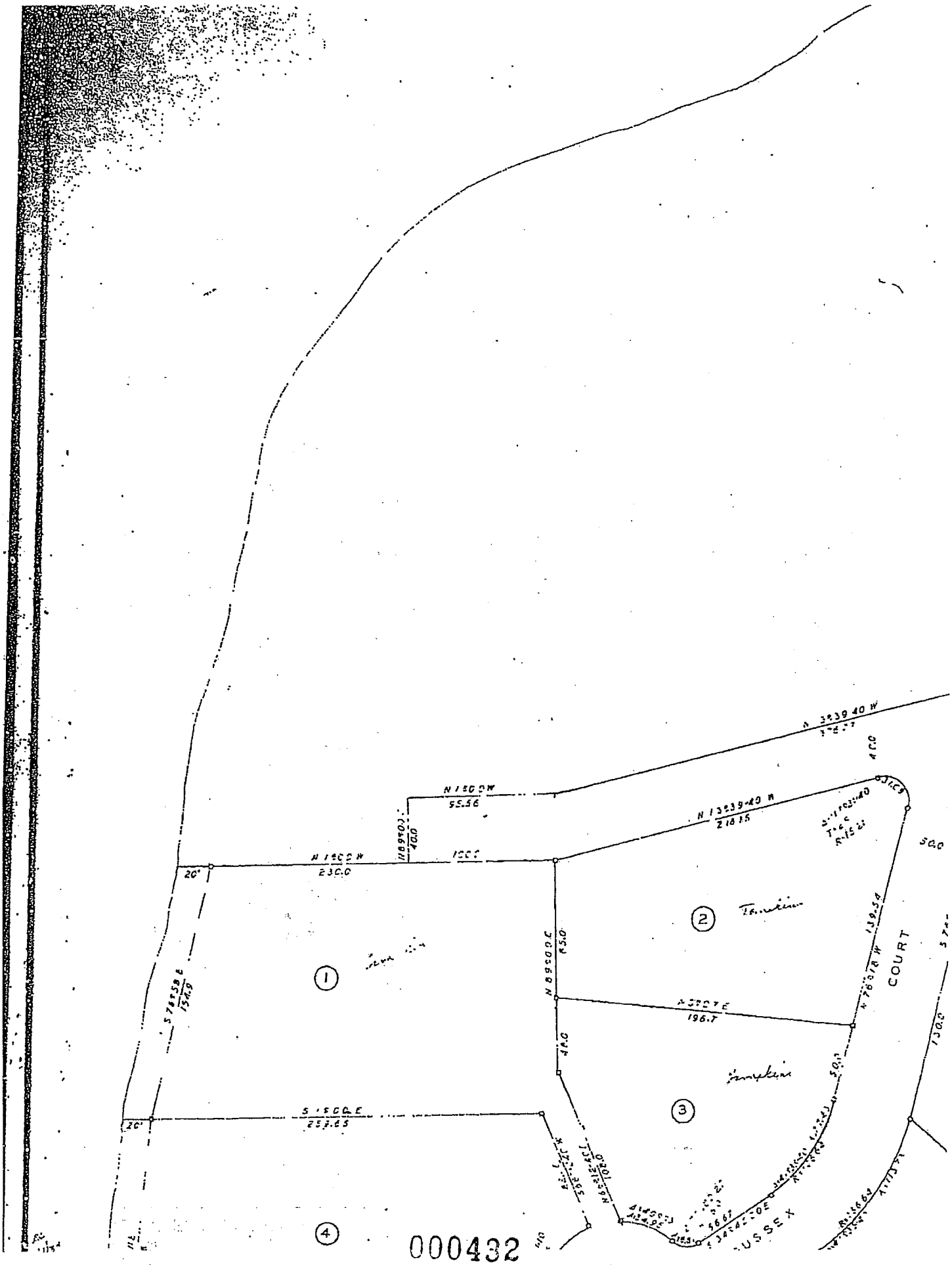
EXHIBIT P-1
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR


MARSHES OF BRICKYARD CREEK
COUNTRY CLUB DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
LG. PLAT FILE
PB 18 PG. 45

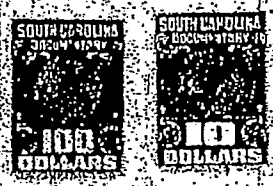

N 15° 0' W
55.56
N 89° 00' E
40.0
N 15° 0' W
230.0
100.0
20'
N 33° 39' 40" W
N 33° 39' 40" W
210.15
4.0
31.0
50.0
2
1
3
4
N 89° 00' E
15.0
N 89° 00' E
196.7
139.54
COURT
4.0
50.0
130.0
S 15° 0' E
253.65
20'
S 34° 45' 00" E
SUSSEX

000432

The State of South Carolina,

COUNTY OF BEAUFORT

169 | 50



KNOW ALL MEN BY THESE PRESENTS, That

Pleasant Point Plantation, Inc., a corporation organized under the laws of the State of South Carolina, and having its principal place of business in Beaufort, South Carolina

Revenue Stamps Collected
$ 60.50
Beaufort County, S. C.

In the State aforesaid, for and *in consideration of the sum of*

Fifty-Five Thousand and no/100 ($55,000.00) *Dollars*

to *in hand paid at and before the sealing of these presents, by* R. McC. Tompkins and Julia V. Tompkins

In the State aforesaid, *(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said R. McC. Tompkins and Julia V. Tompkins

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lot 1 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of Court for Beaufort County, South Carolina.

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

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 R. McC. Tompkins and Julia V. Tompkins, their *Heirs and Assigns forever.*

And the said Pleasant Point Plantation, Inc. *does hereby bind itself*

000433

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

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 R. McC. Tompkins and Julia V. Tompkins *their Heirs and Assigns forever. And the said* Pleasant Point Plantation, Inc. *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* R. McC. Tompkins and Julia V. Tompkins *their Heirs and Assigns, against itself and its successors, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF Pleasant Point Plantation, Inc. *(Insert name of Corporation)* *has caused these presents to be executed in its name by* Harold E. Trask *(Insert name of President or Vice-President)* *its President and by* Felix B. Greene, Jr. *(Insert name of Sec. or Treas.)* *its* Secretary *and its corporate seal to be hereto affixed this* 5th *day of* December *in the year of our Lord one thousand nine hundred and* sixty-nine *and in the one hundred and* ninety-fourth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of:

PLEASANT POINT PLANTATION, INC. (Seal)

By Harold E. Trask, President

Witness

Witness

Felix B. Greene, Jr., Sec. or Treas.

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Ganelle R. Polk (Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation, Inc. (Insert name of Corporation)

by Harold E. Trask (Insert name of President or Vice-President) *its*

President sign the within Deed, and Felix B. Greene, Jr. (Insert Sec. or Treas.) *its*

Secretary *attest the same, and the said Corporation, by said officers, seal*

said Deed, and, as its act and deed, deliver the same, and that he with Colden R. Battey, Jr. (Insert name of other Witness)

witnessed the execution thereof.

Ganelle R. Polk

(Witness)

SWORN to before me, this 5th *day of* December *A. D. 19* 69

Colden R. Battey (Seal)

Notary Public, S. C.

My Commission expires January 1, 1970

STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 126 at Page 34, does hereby release from the lien thereof, the within described portion of the mortgaged premises from the lien thereof, the within described portion of the mortgaged premises designated as Lot 1 of Pleasant Point Plantation Country Club Section.

WITNESSES:

Gladys Pope

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY: [illegible]

Attest:

[illegible]

STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

PERSONALLY appeared before me [illegible] and made oath

STATE OF SOUTH CAROLINA)
COUNTY OF [illegible]) MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 126 at Page 34, does hereby release from the lien thereof, the within described portion of the mortgaged premises from the lien thereof, the within described portion of the mortgaged premises designated as Lot 1 of Pleasant Point Plantation Country Club Section.

WITNESSES:

[illegible]

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY: [illegible]

Attest: [illegible]

STATE OF SOUTH CAROLINA
COUNTY OF [illegible]

PERSONALLY appeared before me [illegible] and made oath that he saw the within-named [illegible] as [illegible] of The South Carolina National Bank of Charleston, Charleston, South Carolina, sign, seal and as his act and deed deliver the within written Partial Release of Mortgage, and that he with [illegible] witnessed the execution thereof.

[illegible]

SWORN to before me this [illegible] day of December, 1969.

[illegible] L. S.
Notary Public for South Carolina
My Commission expires [illegible]

Release Recorded 12/19/69
Book 169 Page 150
[illegible]
Clerk of Court

The State of South Carolina,
Pleasant Point Plantation, Inc.
TO
R. McC. Tompkins and
Julia V. Tompkins
TITLE TO REAL ESTATE

Filed the 15th day of DECEMBER A.D. 19 69
at 5:30 o'clock P. M.
and recorded Vol. 169 Page 150
Fee $ 1.50
[illegible]
Clerk
Register Mesne Conveyance
Beaufort County, S. C.

Recorded this day of 19 page
Fee $
Auditor
Beaufort County
S. C.

000436

WALKER, EVANS & CORNWELL CO. CHARLESTON, S. C. Rev. 1938

169 p 181

The State of South Carolina,

COUNTY OF BEAUFORT

Revenue Stamps
Collected
22.00
Beaufort County, S.

KNOW ALL MEN BY THESE PRESENTS, That

Pleasant Point Plantation, Inc., a corporation organized under the laws of the State of South Carolina, and having its principal place of business in Beaufort, South Carolina

in the State aforesaid, ---------- for and ---------- *in consideration of the sum of*

Twenty Thousand and no/100 ($20,000.00) ---------- *Dollars*

to it in hand paid at and before the sealing of these presents, by R. McC. Tompkins and Julia V. Tompkins

in the State aforesaid, *(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said R. McC. Tompkins and Julia V. Tompkins

ALL those certain pieces, parcels or lots of land, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of Court for Beaufort County, South Carolina.

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

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 R. McC. Tompkins and Julia V. Tompkins, their *Heirs and Assigns forever.*

Pleasant Point Plantation, Inc. *does hereby bind itself*

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 R. McC. Tompkins and Julia V. Tompkins, their Heirs and Assigns forever. And the said Pleasant Point Plantation, Inc. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said R. McC. Tompkins and Julia V. Tompkins, their Heirs and Assigns, against itself and its successors and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF Pleasant Point Plantation, Inc. (Insert name of Corporation) has caused these presents to be executed in its name by Harold E. Trask (Insert name of President or Vice-President) its President and by Felix B. Greene, Jr. (Insert name of Sec. or Treas.) its Secretary and its corporate seal to be hereto affixed this 5th day of December in the year of our Lord one thousand nine hundred and sixty-nine, and in the one hundred and ninety-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of:

Witness

Witness

PLEASANT POINT PLANTATION, INC. (Seal)

By, Harold E. Trask, President

Felix B. Greene, Jr. Sec. or Treas.

The State of South Carolina,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Ganelle R. Polk (Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation, Inc. (Insert name of Corporation)

by Harold E. Trask (Insert name of President or Vice-President) its

President sign the within Deed, and Felix B. Greene, Jr. (Insert Sec. or Treas.) its

Secretary attest the same, and the said Corporation, by said officers, seal

said Deed, and, as its act and deed, deliver the same, and that he with Colden R. Battey, Jr. (Insert name of other Witness)

witnessed the execution thereof.

Ganelle R. Polk
(Witness)

SWORN to before me, this 5th day of December A. D. 19 69

Colden R. Battey (Seal)
Notary Public, S. C.
My Commission expires January 1, 1970

STATE OF SOUTH CAROLINA)
COUNTY OF)

MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 126, at Page 34, does hereby release from the lien thereof, the within described portion of the mortgaged premises designated as Lots 2 and 3 of Pleasant Point Plantation Country Club Section.

WITNESSES:

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY:

Attest:

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me and made oath that he saw the within-named as of The South Carolina National Bank of Charleston, Charleston, South Carolina, sign, seal and as his act and deed deliver the within written Partial Release of Mortgage, and that he with witnessed the execution thereof.

SWORN to before me this 17th day of December, 1969.

L. S.
Notary Public for South Carolina
My Commission expires

The State of South Carolina,
Pleasant Point Plantation, Inc.
TO
R. McC. Tompkins and
Julia V. Tompkins
TITLE TO REAL ESTATE
Filed this 15th day of DECEMBER A. D. 19 69 at 5:30 o'clock, P. M. and recorded Vol. 160, Page 151
Fee, $ 1.50
Register Mesne Conveyance, Beaufort County, S. C.
Recorded this day of 19 in page
Fee, $
Auditor Beaufort County
gfp

000439

1995

To: Trustee
From: R. McC. Tompkins

3/10/95

28483

471

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, R. McC. TOMPKINS, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), to me in hand paid at and before the sealing of these presents by JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, 6 Sussex Court, Beaufort, South Carolina 29902, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns forever, an undivided one-half (1/2) interest in and to the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 18, at Page 45.

This conveyance is made by the Grantor and accepted by the Grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 161, at Page 39, and any amendments thereto.

This is the same property conveyed to the Grantor herein by deed of Pleasant Point Plantation, Inc. dated December 5, 1969, and recorded in the RMC Office for Beaufort County, South Carolina on December 15, 1969, in Deed Book 169, at Page 150; AND by deed of Pleasant Point Plantation, Inc. dated December 5, 1969, and recorded in the RMC Office for Beaufort County, South Carolina on December 15, 1969, in Deed Book 169, at Page 151.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
200	9	A	28	

This deed was prepared by the law firm of Levin & Fulp, 811 Craven Street, Beaufort, South Carolina 29902, without benefit of title examination.

TAX REF: R200-009-00A-078-0000

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 JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns forever.

AND, I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 26th day of August, 1995.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Peggy L. Calantonio

Lucian S. Levin

R. McC. Tompkins
R. McC. TOMPKINS

BY: Julia Vogel Tompkins
JULIA VOGEL TOMPKINS
Attorney-in-Fact
Durable Power of Attorney recorded
in the Beaufort County, SC RMC
Office in Book 583, at Page 889

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named R. McC. TOMPKINS, by JULIA VOGEL TOMPKINS, Attorney-in-Fact sign, seal and as his act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this 26th day of August, 1995.

Julian Sherrin
Notary Public for South Carolina
My Commission Expires: 1/10/2001

Peggy L Colantonio

Levin
1426
FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.
95 AUG 28 PM 4: 13
BK 799 PG 471
FOLDER#
RECORDED THIS 6th DAY
OF September 1995
IN BOOK 06 PAGE 865
AUDITOR, BEAUFORT COUNTY, S.C.

2013

To Mrs. Ewing
From Trustees

RW

PREPARED BY AND RETURN TO:
LEVIN GILLEY & FISHER, LLC
PO BOX 2358
BEAUFORT, SC 29901-2358
843 522 9000
L-8385-99

RECORDED
2013 Oct -08 12:23 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 03277 PGS 0755-0759
FILE NUM 2013058269
10/02/2013 04:37:19 PM
REC'D BY R WEBB RCPT# 724741
RECORDING FEES 11.00

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF BEAUFORT)

WHEREAS, **Rathvon McClure Tompkins** a/k/a **R. McC. Tompkins**, Settlor of **The Rathvon McClure Tompkins Trust dated September 10, 1991,** died on September 17, 1999; and

WHEREAS, as Settlor, **Rathvon McClure Tompkins** appointed his wife, **Julia Vogel Tompkins**, his son, **Barney Rathvon Tompkins**, and his daughter, **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust dated September 10, 1991**; and

WHEREAS, **Julia Vogel Tompkins**, Settlor of **The Julia Vogel Tompkins Trust dated April 14, 2000**, died on June 11, 2013; and

WHEREAS, as Settlor, **Julia Vogel Tompkins** appointed her son, **Barney Rathvon Tompkins**, and her daughter, **Julia Tompkins Ewing**, as her Successor Co-Trustees of **The Julia Vogel Tompkins Trust dated April 14, 2000**; and

WHEREAS, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing**, continue as Co-Trustees of **The Rathvon McClure Tompkins Trust**, and have accepted their appointment as Successor Co-Trustees of **The Julia Vogel Tompkins Trust**, and are now actively engaged as Co-Trustees of said Trusts with the full power and authority to distribute the assets in cash or in kind, or partly in cash and partly in kind; and

WHEREAS, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing** are the sole beneficiaries of **The Rathvon McClure Tompkins Trust** and **The Julia Vogel Tompkins Trust**; and

WHEREAS, **Julia Vogel Tompkins, Barney Rathvon Tompkins,** and **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust dated September 10, 1991** owned a one-half (½) interest in the real property hereinafter described, and **Julia Vogel Tompkins**, as Trustee of **The Julia Vogel Tompkins Trust dated April 14, 2000** owned a one-half (½) interest in the real property hereinafter described, now therefore;

ADD DMP Record 10/8/2013 11:28:20 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0078	0000	00

KNOW ALL MEN BY THESE PRESENTS, THAT we, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust dated September 10, 1991**, and as Co-Trustees of **The Julia Vogel Tompkins Trust dated April 14, 2000**, now therefore, in consideration of a partial distribution of the following described real property to **Julia Tompkins Ewing**, do grant, bargain, sell and release unto the said and **Julia Tompkins Ewing**, her Heirs and Assigns forever, the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A"

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 **Julia Tompkins Ewing**, her Heirs and Assigns forever.

AND, we do hereby bind our Successors in office and assigns, to warrant and forever defend, all and singular, the said Premises unto the said **Julia Tompkins Ewing**, her Heirs and Assigns, against us and our Successors in office and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 26TH day of September, 2013.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Sharon Hagenburger

Althea Taylor

Barney Rathvon Tompkins, as Co-Trustee of The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991, and as Successor Co-Trustee of The Julia Vogel Tompkins Trust dated April 14, 2000

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF LEXINGTON)

I, Linda Pittman, a Notary Public of the County and State aforesaid, do hereby certify that **Barney Rathvon Tompkins**, as Co-Trustee of **The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991**, and as Successor Co-Trustee of **The Julia Vogel Tompkins Trust dated April 14, 2000**, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 26TH day of September, 2013.

Notary Public for South Carolina
My Commission Expires:

LINDA W. PITTMAN
Notary Public, South Carolina
My Commission Expires
June 01, 2022

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Julia S. Lewis

Teresa B. Annis

Julia Lindsly Tompkins Ewing

Julia Lindsly Tompkins Ewing, as Co-Trustee of The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991, and as Successor Co-Trustee of The Julia Vogel Tompkins Trust dated April 14, 2000

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF BEAUFORT)

I, Teresa B. Annis, a Notary Public of the County and State aforesaid,, do hereby certify that **Julia Lindsly Tompkins Ewing,** as Co-Trustee of **The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991,** and as Successor Co-Trustee of **The Julia Vogel Tompkins Trust dated April 14, 2000,** appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 12th day of September, 2013.

Teresa B. Annis
Notary Public for South Carolina
My Commission Expires: 5/25/15

EXHIBIT "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2, and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under dated of December 4, 1969, which plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 18 at Page 45.

This conveyance is made by the Grantors and accepted by the Grantee subject to those certain protective covenants, restrictions and affirmative obligation as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 161, at Page 39, and any amendments thereto.

This being the same property conveyed to Julia Vogel Tompkins, Barney Rathvon Tompkins, and Julia Lindsly Tompkins Ewing as Trustees of The Rathvon McClure Tompkins Revocable Trust dated September 10, 1991, by Deed of R. McC. Tompkins dated August 26, 1995, and recorded on August 28,1995 in Deed Book 799 at Page 471 in the Office of the Register of Deeds for Beaufort County, South Carolina, and to Julia Vogel Tompkins as Trustee of The Julia Vogel Tompkins Trust dated April 14, 2000, by Deed of Julia Vogel Tompkins dated May 23, 2000, and recorded on May 31, 2000 in Deed Book 1296 at Page 2450 in the Office of the Register of Deeds for Beaufort County, South Carolina.

This Deed was prepared by Julian S. Levin, Esquire, of Levin Gilley & Fisher, LLC, PO Box 2358, 811 Craven Street, Beaufort, South Carolina, 29901-2358, without benefit of a title examination.

TAX REF: R200 009 00A 0078 0000

TUPPER, GRIMSLEY & DEAN, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 2055
611 BAY STREET (Zip Code: 29902)
BEAUFORT, SOUTH CAROLINA 29901-2055
(843) 524-1116 Telephone
(843) 524-1463 Facsimile

RALPH E. TUPPER *
JAMES A. GRIMSLEY, III
ERIN D. DEAN
STACEY PATTERSON CANADAY
KATHERINE GRAHAM FERGUSON

* ALSO ADMITTED IN NEW YORK

August 31, 2015

H. Fred Kuhn, Esq.
PO Drawer 507
Beaufort, SC 29901

Re: Ewing vs. Guest, et. al.
Case No. 2015-CP-07-1931

Dear Fred:

As you know, this firm represents the Pleasant Point Property Owners Association, Inc. ("PPPOA"), which was named as a party to the above action for the reason that it holds title to a platted road situated between the Ewing property and the Guest property.

It is alleged in the Complaint filed by Ewing that the Guests have constructed a fence which encroaches onto the property which remains titled in the name of PPPOA. The encroachment has recently been confirmed by a plat prepared by Beaufort Surveying, Inc. We are further advised that the survey markers recently placed by Beaufort Surveying were removed by the Guests, or someone on their behalf, shortly after being emplaced by the surveying crew, which may constitute a criminal offense under SC Code Section 16-11-680.

A couple of points:

1. PPPOA has not given anyone - specifically the Guests, in this instance - the right to construct anything which encroaches onto the platted roadway, which is titled in PPPOA, Inc.

2. Any exterior construction which occurs on PPPOA-governed property is subject to a formal approval process through the Association's ARB. There has been no application by anyone - specifically the Guests, in this instance - for any such permit.

Accordingly, this letter is a demand made upon the Guests, who apparently are the parties who constructed the fence at issue, to immediately remove same from the property of PPPOA. In the event this is not accomplished by 12:00 noon, Friday, September 11, 2015, PPPOA intends to file a Cross-Claim in the action above-captioned for appropriate relief, to include attorneys fees

and costs incurred in this matter. Should there be questions, please feel free to contact me.

Best regards.

Sincerely,

TUPPER, GRIMSLEY AND DEAN, PA

James A. Grimsley III

cc David Tedder, Esq.
Mr. Bob Bundy, PPPOA, Inc.

Pleasant Point Property Owners Association, Inc.

Friday, September 17, 2004

Mrs. Julia Tompkins
6 Sussex Court
Beaufort, SC 29907

Mr. Roi Young
335 Pleasant Point Dr.
Beaufort, SC 29907

Subject: Extension of Pleasant Point Drive

On June 1, 2004 I conveyed to you the position the Board of Directors has taken concerning that undeveloped portion of Pleasant Point Drive.

At the monthly Board meeting held on September 14, 2004 I reported my conversation with Babs Ewing and the renewed interest shown in resolving the concerns as to property boundary lines.

The Board was unanimous in their decision to fulfill the Association responsibility to clear the right-of-way for the 40 feet width, bringing a paved street between your property for approximately 350 feet from the South end of Pleasant Point Drive at its junction with Sussex Court. This would require removing existing trees and/or landscape in the right-of-way and could require fill dirt to build the roadway up to properly drain back to the nearest ditch.

Please see the enclosed plat, which established the extension in question before the Young parcels and Videyko lot was developed and recorded.

Any other agreements you have with each other will have to be handled separately, since the Association is not a party to those.

If this plan is acceptable to both of you, we will ask you to sign the statement below the salutation and return a copy to me as the Association manager.

Sincerely,

Laurance Davis, Association Manager

THIS AGREEMENT IS ACCEPTABLE TO ME INDIVIDUALLY OR FOR ANY CORPORATION WHICH HAS TITLE TO THE SUBJECT PROPERTY.

BY: _____ **TITLE**

CC: BOD

Tom Mikell, attorney
Julian Levin, attorney
Babs Ewing

EXHIBIT P-3
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

P.O. Box 1225 • Beaufort, S.C. 29901-1225 • 843-524-2207

161, 39

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROTECTIVE COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

WHEREAS, Pleasant Point Plantation, Inc. is the owner in fee simple of certain lands in Ladies Island Tax District known as Pleasant Point Plantation, and

WHEREAS, certain portions of such Plantation more particularly known as Lots 1 through 47 are shown on two plats made by R. D. Trogden, Jr., R.L.S. on May 23, 1968 and now recorded in the Office of the Clerk of Court for Beaufort County, and

WHEREAS, the Corporation has adopted a resolution making certain restrictions and covenants applicable to such residential lots which restrictions, covenants and affirmative obligations are set out in a document consisting of four sheets hereto attached and made a part of this instrument.

NOW, THEREFORE, in consideration of the benefits that will flow to Pleasant Point Plantation, Inc. and to the purchasers of such residential lots Pleasant Point Plantation, Inc. does hereby publish and set forth these restrictions and protective covenants which shall apply to such lots numbered 1 through 47 and to such other residential lots, the deed to which shall incorporate by reference these restrictions and protective covenants.

IN WITNESS WHEREOF, Pleasant Point Plantation, Inc., has caused these presents to be executed by Harold E. Trask, President and Felix B. Greene, Jr., Secretary, this 10th day of February, 1969.

IN PRESENCE OF:

Bridgie A. Pattes

Ladson F. Howell

PLEASANT POINT PLANTATION, INC.
BY Harold E. Trask
Harold E. Trask - President

ATTEST:
Felix B. Greene, Jr.
Felix B. Greene, Jr., - Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned who first being duly sworn deposes and says that he/she saw the within named Pleasant Point Plantation, Inc., by Harold E. Trask, its president sign the within instrument and Felix B. Greene, Jr., its secretary attest the same, and the said corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same and that he/she with Ladson F. Howell witnessed the execution thereof.

Bridgie A. Pattes

SWORN to before me this 10th day of February, 1969.

Ladson F. Howell
NOTARY PUBLIC FOR SOUTH CAROLINA

PLAINTIFF'S EXHIBIT 4
1-20-16 MHB

PROTECTIVE COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS

The Covenants and Restrictions below will be recorded in the office of the Clerk of Court of Beaufort County, South Carolina, and are incorporated by reference in deeds to residential property issued by Pleasant Point Plantation, Inc.

PART I

PROTECTIVE COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS LOCATED WITHIN PLEASANT POINT PLANTATION.

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Areas until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by Pleasant Point Plantation, Inc., its successors or assigns. Refusal of approval of plans, location or specifications may be based by Pleasant Point Plantation, Inc. upon any ground, including purely aesthetic considerations, which in the sole discretion of Pleasant Point Plantation, Inc. shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by Pleasant Point Plantation, Inc. One (1) copy of all plans and related data shall be furnished Pleasant Point Plantation, Inc. for its records.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The total enclosed dwelling area for residences shall be 1500 sq. ft. minimum. The main living floor of all residences shall have a minimum of 1200 sq. ft. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within the dwelling; and does not include garages, boat sheds, terraces, decks, open porches, and like areas.

3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view and preservation of important trees, no specific setback lines are established by these covenants. In order to assure that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house and that the structures will be located with regard to the topography of each individual lot, Pleasant Point Plantation, Inc. reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any house or other structure upon all lots. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

4. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamaties.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters. Such accessory building may not be constructed prior to the construction of the main building.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.

8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No motor cycles, hot rods, or similar motor vehicles shall be used or permitted that cause excessive noise. No firearms shall be discharged except in specially designated areas. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, Pleasant Point Plantation, Inc. reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of Pleasant Point Plantation, Inc. for such plan), such entry to be made by personnel with tractors, trucks or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth and trash, which in the opinion of Pleasant Point Plantation, Inc. detracts from the overall beauty, setting and safety of Pleasant Point Plantation, Inc. Such entrance for the purpose of mowing, cutting, clearing or pruning or removing trash shall not be deemed a trespass. Pleasant Point Plantation, Inc., may charge the owner the cost of such services not to exceed $15.00 per year. The provisions of this paragraph shall not be construed as an obligation on the part of Pleasant Point Plantation, Inc., to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desires to sell a residential site within Pleasant Point Plantation together with its improvements, if any, then said property shall be offered for sale to Pleasant Point Plantation, Inc. at the same price at which

10. In the event the owner desires to sell a residential site within Pleasant Point Plantation together with its improvements, if any, then said property shall be offered for sale to Pleasant Point Plantation, Inc. at the same price at which the highest bona fide offer has been made for the property, and Pleasant Point Plantation, Inc. shall have thirty(30) days within which to exercise its option to purchase said property at this price; and should Pleasant Point Plantation, Inc. fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, the owner of said property shall have the right to sell said property at a price not lower than that at which it was offered to Pleasant Point Plantation Inc., subject, however, to all covenants and limitations herein contained.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of Pleasant Point Plantation, Inc. or except as may be required by legal proceedings, it being understood that Pleasant Point Plantation, Inc. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, Pleasant Point Plantation, Inc. reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of Pleasant Point Plantation, Inc.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by Pleasant Point Plantation, Inc.

13. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by Pleasant Point Plantation, Inc.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Pleasant Point Plantation, Inc., or such Public Service District as may be established, or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority.

15. Pleasant Point Plantation, Inc. reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that Pleasant Point Plantation, Inc., may cut drainways for surface water wherever and whenever such action may appear to Pleasant Point Plantation, Inc. to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of Pleasant Point Plantation, Inc. but this reservation shall not be considered an obligation of Pleasant Point Plantation, Inc. to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

18. Fuel tanks or similar storage receptacles may not be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 19 herein or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by Pleasant Point Plantation, Inc. prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as Pleasant Point Plantation, Inc., or such Public Service District as may be established, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of Pleasant Point Plantation, Inc. unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

3

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of Pleasant Point Plantation, Inc. However, Pleasant Point Plantation, Inc., hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size. The restrictions and covenants herein apply to each such lot so created.

23. All covenants and restrictions contained in this declaration shall run with the land and shall be binding on all parties and persons for a period of 25 years from the date of execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then property owners has been recorded agreeing to change these covenants in whole or in part or to terminate the same.

24. In the event of a violation or breach of any of these restrictions or covenants by any property owner, or agent of such owner, the owners of lots in the neighborhood or the subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms and conditions hereof and to prevent the violation or breach of said restrictions or protective covenants. In addition to the foregoing, the corporation shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the said property where such violation exists and summarily remove the same at the expense of the owner, if after 30 days written notice of such violation it shall not have been corrected by the owner. And such entry and abatement or removal shall not be deemed a trespass. The failure of the corporation to enforce any right, reservation, restriction or condition contained in this instrument however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

25. The corporation may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the subdivision.

F 66

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
4:30 O'CLOCK P. M.	FEB 12 1969	761 PAGE 39

Nancy O. Nelson
CLERK OF COURT OF COMMON PLEAS

The State of South Carolina,

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, That

Revenue Stamps Collected $20.70 Beaufort County, S. C.

PALMETTO DUNES DEVELOPMENT CORPORATION----------

in the State aforesaid, ----------for and---------- in consideration of the sum of

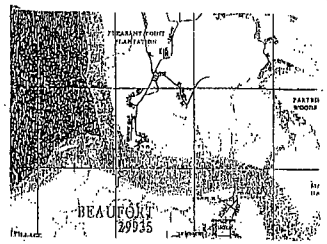
TEN AND NO/100 ($10.00)---------- Dollars

AND OTHER VALUABLE CONSIDERATION---------- to it in hand paid at and before the sealing of these presents, by HARRIET B. DAVANT AND CHARLES DAVANT, JR. OF BLOWING ROCK, NORTH CAROLINA 28605---------- in the State aforesaid, ----------(the receipt whereof is hereby acknowledged),

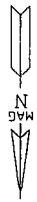
have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said HARRIET B. DAVANT AND CHARLES DAVANT, JR., THEIR HEIRS AND ASSIGNS, FOREVER, THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

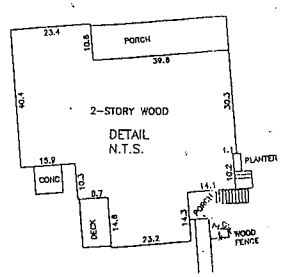
ALL those certain pieces, parcels or lots of land, situate, lying and being in Palmetto Dunes Development, on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as LOT TEN (10) AND LOT ELEVEN (11) OF BLOCK FL-1, PARCEL ONE (1) OF TRACT "B" OF PALMETTO DUNES DEVELOPMENT, on a plat thereof, prepared by J. Hearst Coleman Company, Inc., Engineers, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 17 at Page 47. For a more detailed description as to the courses, metes and bounds of the said Lot Ten (10) and Lot Eleven (11) of Block FL-1, reference may be had to the above referred to plat of record.

This conveyance is made by the grantor and accepted by the

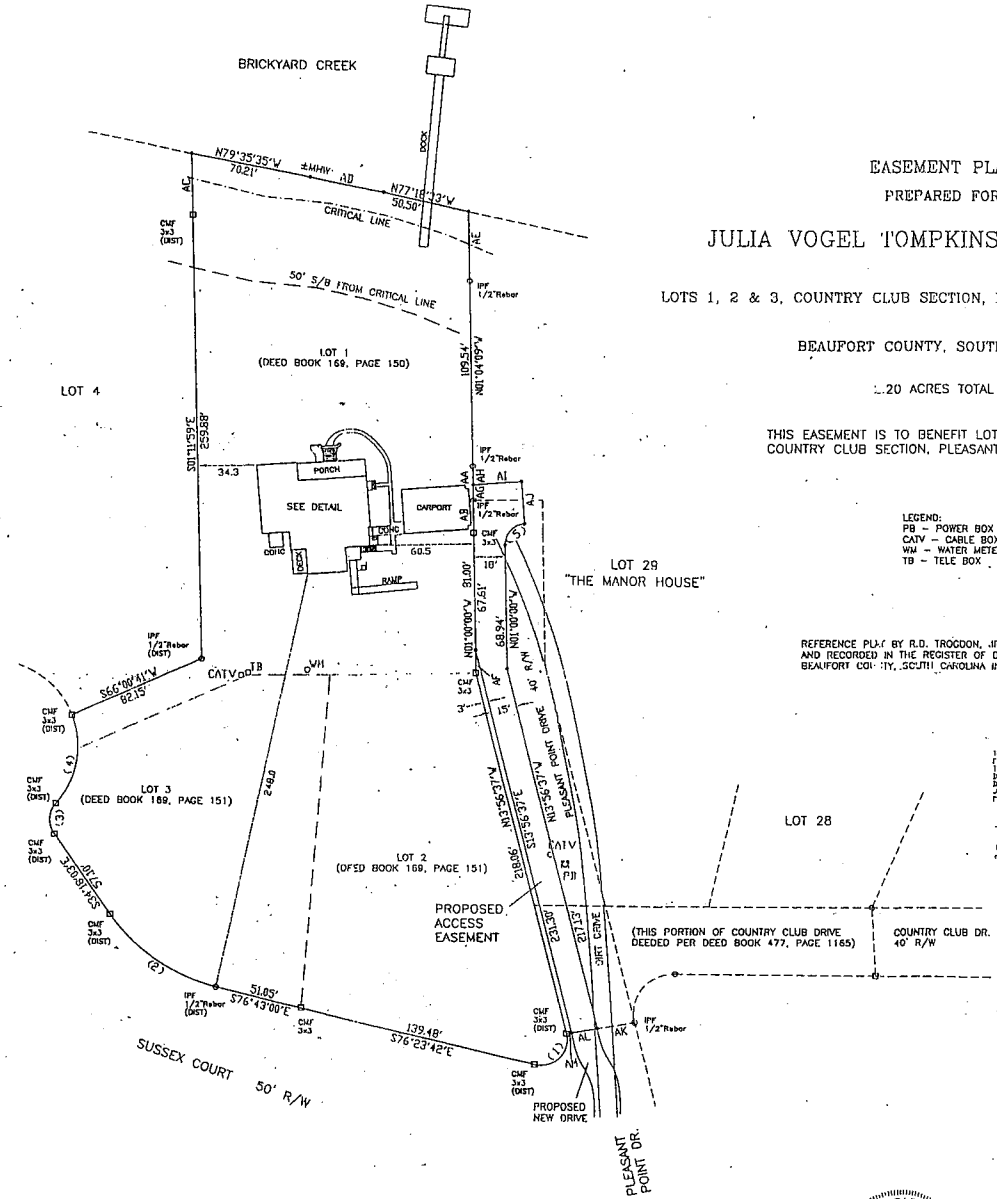


VICINITY MAP NOT TO SCALE





NO.	BEARING	DISTANCE
AA	N01°01'21"W	20.00'
AB	N00°34'45"W	19.11'
AC	S01°11'59"E	33.19'
AD	N79°24'35"W	43.42'
AE	N01°04'09"W	40.45'
AF	S01°00'00"E	13.39'
AG	S01°01'21"E	9.19'
AH	S01°01'21"E	10.82'
AI	S85°53'57"W	28.00'
AJ	N04°06'03"W	25.00'
AK	N79°35'04"E	21.81'
AL	N79°35'04"E	15.03'
AM	N79°35'04"E	3.01'



NO.	DELTA	RADIUS	ARC	TANGENT	C.BEARING	CHORD
1	118°06'58"	15.21'	31.36'	25.37'	N44°54'34"E	26.09'
2	40°57'09"	106.64'	76.22'	39.82'	S55°32'40"E	74.61'
3	75°00'00"	15.00'	19.63'	11.51'	S02°28'27"W	18.26'
4	62°57'49"	50.00'	54.95'	30.62'	S10°21'53"W	52.22'
5	86°53'57"	12.06'	18.29'	11.42'	N42°26'59"E	16.59'

EASEMENT PLAT

PREPARED FOR

JULIA VOGEL TOMPKINS TRUST, et al

LOTS 1, 2 & 3, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION

BEAUFORT COUNTY, SOUTH CAROLINA

[illegible].20 ACRES TOTAL

THIS EASEMENT IS TO BENEFIT LOTS 1, 2 & 29
COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION

LEGEND:
PB – POWER BOX
CATV – CABLE BOX
WM – WATER METER
TB – TELE BOX

REFERENCE PLAT BY R.D. TROGDON, JR. DATED DEC. 4, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 18, PAGE 45.

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE 7-2-12 DATE

The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.

EXHIBIT P-5
WIT: _____
DATE: 1-20-16
Marie Bruegger, CRR, RPR

TT's Exhibit No. 6 never filled

THIS PROPERTY IS LOCATED IN ZONE A-11 (EL 13.0) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9-29-86.

R200-009-00A-0078-0000

0 25' 50' 100' 150'

SCALE 1" = 50'

JUNE 18, 2012

P12923E/MMA

REVISED 5-16-14 – ADDED ACCESS ESMT.
REVISED 10-21-14 – ADJUSTED EASEMENT

SOUTH CAROLINA BEAUFORT SURVEYING INC. No. 00189 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1613 PARIS AVENUE
BEAUFORT, S.C. 29935
PHONE (843) 524-3261

000456

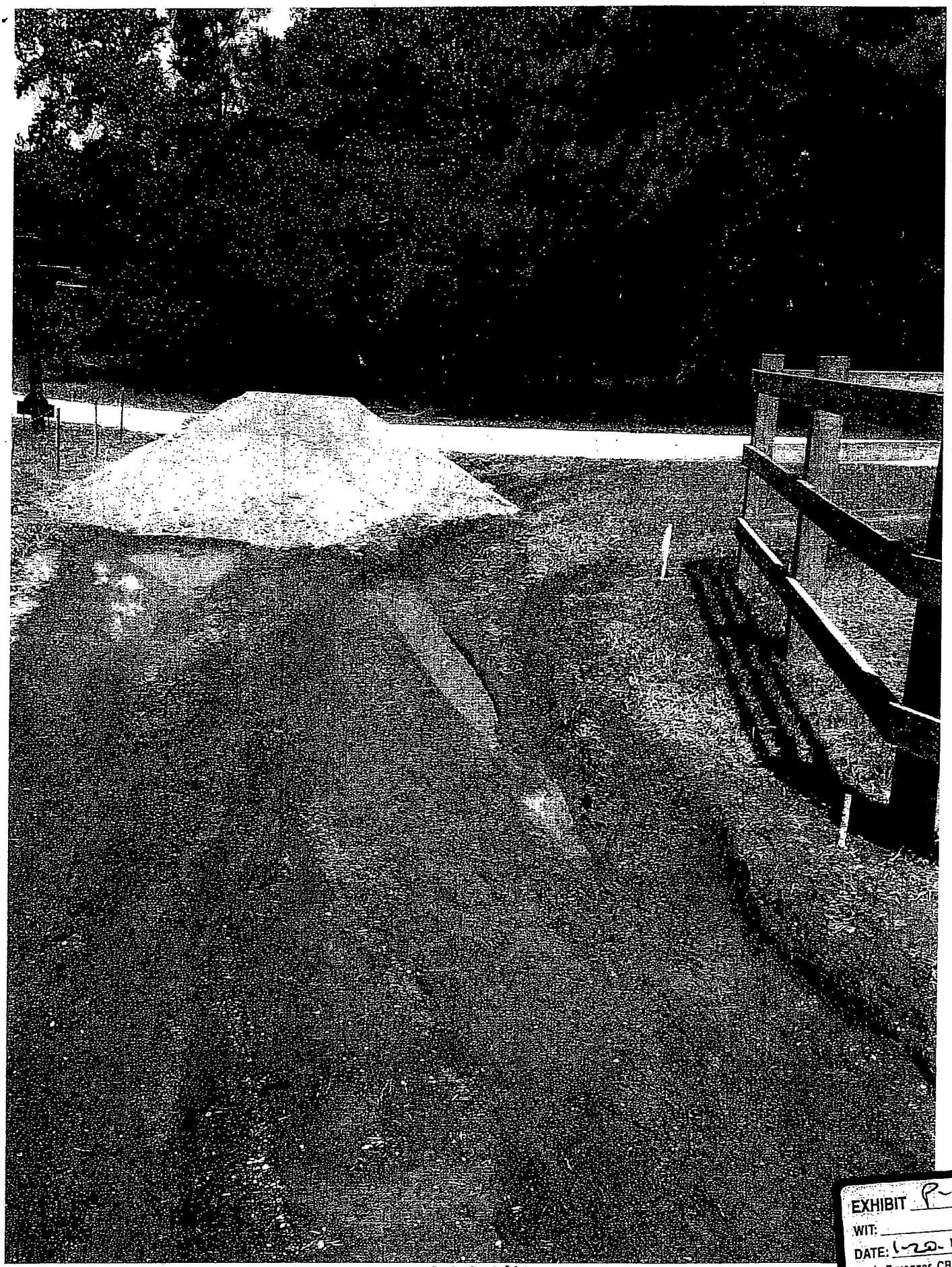
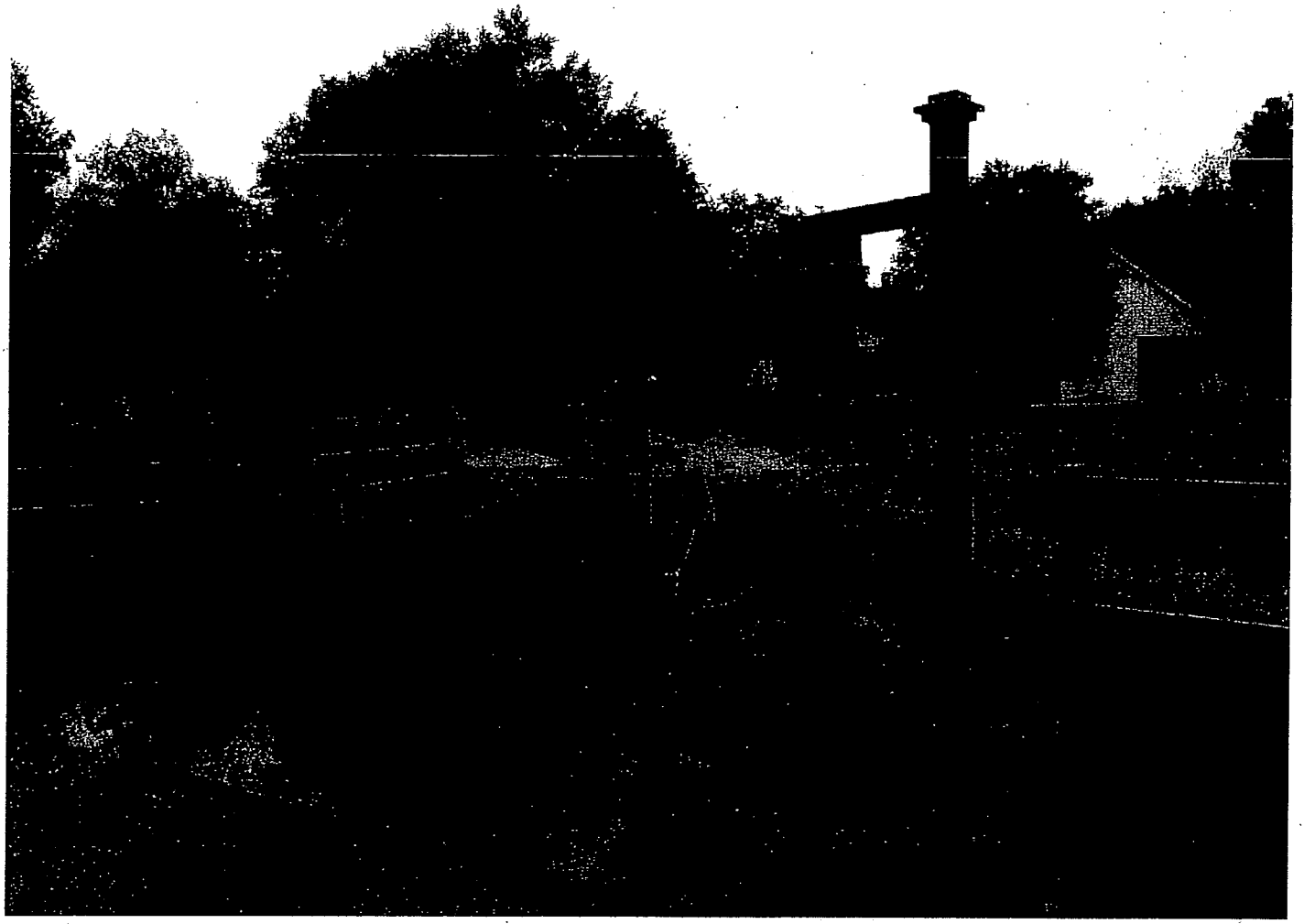


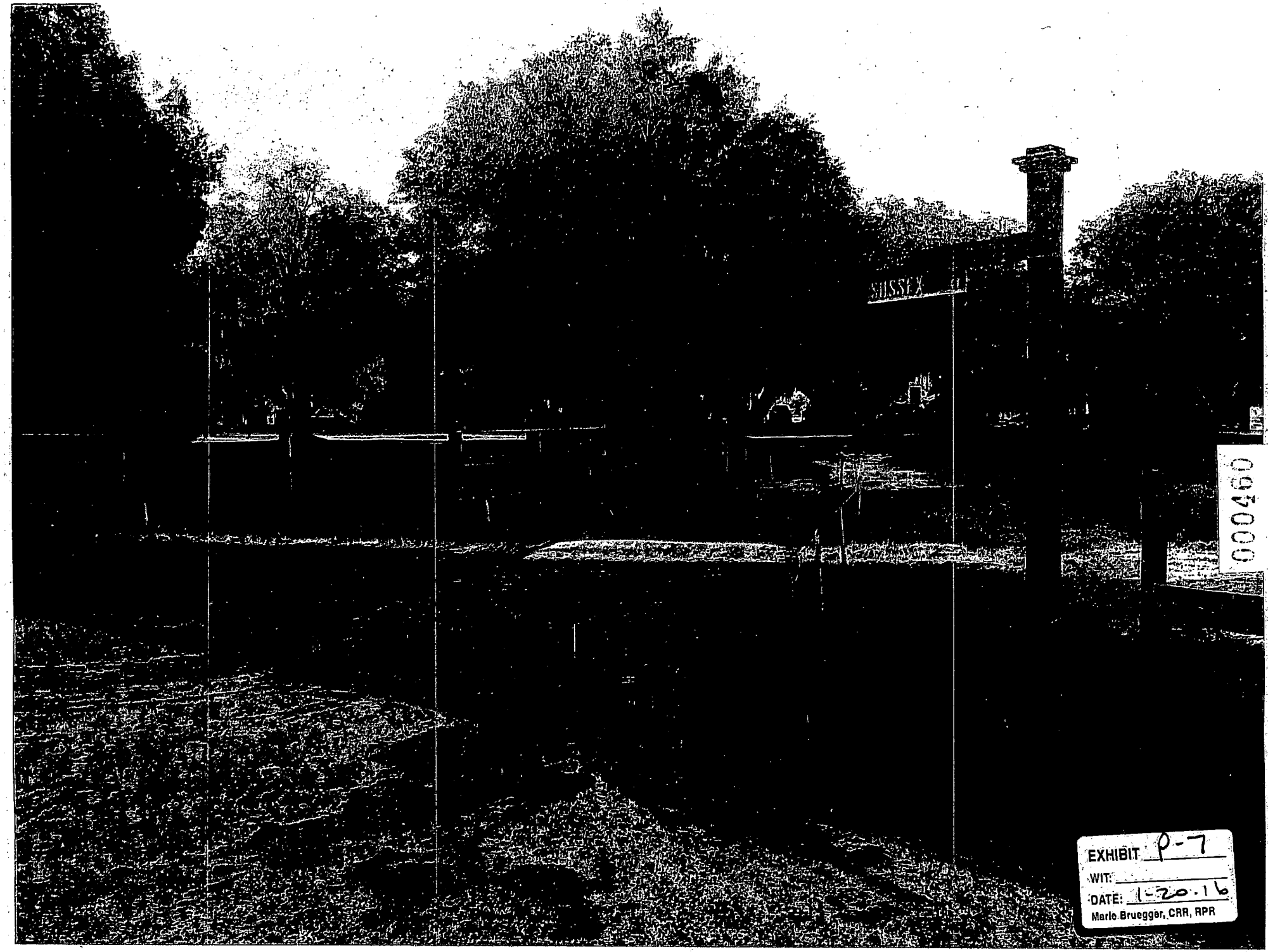
EXHIBIT P-6
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR



II-6(b)

II-6(c)

000459



000460

EXHIBIT P-7
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000461

EXHIBIT P-8
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

BEAUFORT SURVEYING, INC.

1613 Paris Ave., Suite 102
Port Royal, SC 29935
(843) 524-3261

INVOICE

DATE	INVOICE #
5/12/2014	12923-F

ATTENTION
BABS TOMPKINS EWING 6 SUSSEX COURT BEAUFORT, SC 29907

P. O. NO.	TERMS	DUE DATE
	Due on receipt	5/12/2014

DESCRIPTION	AMOUNT
FLAG PROPERTY LINES WITH 2' PVC	350.00
LOTS 1, 2 & 3 COUNTRY CLUB SEC 6 SUSSEX COURT 200-9A-78	
SERVICE WAS PROVIDED ON 2/4/13 AND PAYMENT IN FULL OF THIS INVOICE IS ACKNOWLEDGMENT BY CLIENT THAT WORK IS COMPLETED TO THEIR SATISFACTION	0.00
Total	$350.00

EXHIBIT P-9
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

Pleasant Point - Tompkins Twig

BEAUFORT SURVEYING, INC.

1613 Paris Ave., Suite 102
Port Royal, SC 29935
(843) 524-3261

DATE	INVOICE #
5/20/2014	12923-E

ATTENTION
DAVID TEDDER P. O. BOX 1282 BEAUFORT, SC 29901

P. O. NO.	TERMS	DUE DATE
	Due on receipt	5/20/2014

DESCRIPTION	AMOUNT
EASEMENT PLAT & FINISH FLAGGING PROPERTY LINES	250.00
LOTS 1, 2, & 3 COUNTRY CLUB SEC, PLEASANT POINT 6 SUSSEX COURT 200-9A-78 (BABS)	
SERVICE WAS PROVIDED ON 5/19/14 AND PAYMENT IN FULL OF THIS INVOICE IS ACKNOWLEDGMENT BY CLIENT THAT WORK IS COMPLETED TO THEIR SATISFACTION	0.00

It's been a pleasure working with you!	**Total**	$250.00

BEAUFORT SURVEYING, INC.

1613 Paris Ave., Suite 102
Port Royal, SC 29935
(843) 524-3261

INVOICE

DATE	INVOICE #
10/23/2014	12923-R

ATTENTION
DAVID TEDDER P. O. BOX 1282 BEAUFORT, SC 29901

P. O. NO.	TERMS	DUE DATE
	Due on receipt	10/23/2014

DESCRIPTION	AMOUNT
REVISE EASEMENT	75.00
LOTS 1, 2 & 3 COUNTRY CLUB SEC PLEASANT POINT PLANT 6 SUSSEX COURT 200-9A-78	
SERVICE WAS PROVIDED ON 10/23/14 AND PAYMENT IN FULL OF THIS INVOICE IS ACKNOWLEDGMENT BY CLIENT THAT WORK IS COMPLETED TO THEIR SATISFACTION	0.00

It's been a pleasure working with you!	**Total**	$75.00

Pleasant Point

000464

TABLE OF CONTENTS

Deeds and Plats for Defendant Parcel

1981 Deed to Pleasant Point Plantation Association, LP	1
Plat Book 22 at Page 109	2
1985 Deed to Robert White	3
Plat Book 30 at Page 141	4
1987 Deed to Davis	5
Plat Book 19 at Page 160	6
1997 Quit Claim Deed from American Hospital Group and Plat in Deed Book 248 at Page 455	7 7(a)
1997 Warranty Deed from American Hospital Group and Plat Book 60 at Page 190	8 8(a)
Series of deeds back and forth between the Young's and Alyon, Inc.	9
2009 Title Under Foreclosure Order	10
2010 Deed to the Defendant	11
Plat Book 68 at Page 171	12

BK41 PG 1184 White to Martin (deed w/ Corrective Deed)

BK 1142 PG 1543 Tallahassee to Young

EXHIBIT D-1
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

Revenue Stamps Collected
$ 2,420.00
Beaufort County, S. C.

THIS INDENTURE, made this 16 day of July, in the Year of our Lord One Thousand Nine Hundred and Eighty-One, between Morprop Incorporated of the State of New York and County of New York, of the first part, and PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership of the State of South Carolina and County of Beaufort, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO MILLION, TWO HUNDRED THOUSAND AND NO/100 ($2,200,000.00) DOLLARS in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise and convey to the said party of the second part, its successors and assigns, all that tract or parcel of land, lying and being in Beaufort County, South Carolina and more particularly described in Exhibit A hereto, but subject to the exceptions shown on Exhibit B hereto, together with all rights, members, hereditaments and appurtenances, of the party of the first part, or in anywise appertaining and the reversions, remainders, rents, issues and profits thereof, including without limitation any such rights arising under the Declaration of Rights described on Exhibit B hereto and all improvements and fixtures located on the property described by Exhibit A. The party of the first part retains and reserves any rights or recoveries it may have arising through or under certain litigation now pending among the United States of America, Morgan Guaranty Trust Company and others.

TO HAVE AND TO HOLD the said described premises with its hereditaments, privileges and appurtenances unto the said party of the second part, its successors and assigns forever, so that neither the said party of the first part nor its successors or assigns, nor any other person or persons claiming under it shall at any time, by any means or ways, have, claim or demand any right to title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, the day and year above written.

1451

WITNESSES:

MORPROP INCORPORATED

By: B. Roland Palm, Vice-President of Morprop Incorporated

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me, Walter Driver, Jr. and made oath that s/he saw the within named MORPROP INCORPORATED, by B. Roland Palm, its Vice-President, sign, seal, and as its act and deed, deliver the within written Limited Warranty Deed, and that s/he with Hutson J. Davis, Jr. witnessed the execution thereof.

SWORN TO before me, this 16 day of July, 1981.

Notary Public for South Carolina
My Commission Expires: 8-24-86

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Pleasant Point Plantation and containing 525.3 acres, more or less, as shown on a plat thereof prepared by R. D. Trogdon, Jr., R.L.S., dated April 11, 1974, entitled "Pleasant Point Plantation, a pa[illegible]ship, Pendley-Pendley-Branning, Beaufort County, South C[illegible] Line," and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at page 109. Said plat revised April 25, 1974. 1462

AND ALSO ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island in Beaufort County, South Carolina, and being a portion of the 525.3 acres known as Pleasant Point Plantation, containing 3.7 acres, more or less, as shown on a plat thereof prepared by R. D. Trogdon, Jr., R.L.S., dated March 3, 1969 and referred to on plat of 525.3 acres above referenced. Said plat of 3.7 acres is entitled, "Plat prepared for Pleasant Point Plantation, a partnership, Pendley-Pendley-Branning, a part of Pleasant Point, Beaufort County, South Carolina," as is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at page 110. Said plat revised June 4, 1974.

For a more detailed description as to metes, bounds, courses, and distances, reference may be had to the above referred to plats of record.

AND ALSO ALL right, title and interest of Pleasant Point Plantation, a partnership, in and to any and all land in and around the property situate above and below the mean high water mark.

SAVE AND EXCEPT from the above, Lots known as 7, 8, 9, 10, 11, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46 and 47 of TRACT A, as shown on plat recorded in Plat Book 17 at Page 57; ALSO, Lots 49, 50 and 51 of TRACT A, as shown on plat recorded in Plat Book 19 at Page 84; ALSO, Lots 2, 3, 11, 12, 13, 14, 15, 17, 19, 23 and 24 of TRACT B, as shown on plat recorded in Plat Book 17 at page 74; ALSO, Lots 1, 5 and 7 of TRACT C, as shown on plat recorded in Plat Book 18 at Page 215; ALSO, Lots 1, 2, 3, 4, 5, 6, 7, 8, 17, 19, 23, 24 and 26 of COUNTRY CLUB SECTION as shown on plat recorded in Plat Book 18 at Page 45; ALSO, Lots 21 and 25 of COUNTRY CLUB SECTION as shown on plat recorded in Plat Book 19 at Page 160. ALSO, the Fifty (50') foot causeway and eleven an' one-tenth (11.1) acres of marsh conveyed to George A. Kramer, Jr., recorded in Deed Book 163 at Page 271, and forty-five and eight-tenths (45.8) acres conveyed to George A. Kramer, Jr., recorded in Deed Book 163 at Page 272.

EXHIBIT A

206 9A - 1, 2, 3, 4, 5, 6, 31, 32, 33, 34, 35, 36, 46, 48, 51, 52, 53, 54, 55, 56, 57, 63, 65, 67, 68, 69, 72, 73, 74, 75, 77, 80, 81, 88, 89, 90, 91, 92, 93, 95, 97, 99, 102, 104, 105, 106, 108, 1[illegible]
9B - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
4 - 63, 62A, 62, 39, 51, 39A

EXHIBIT B

1. General or special taxes and assessments required to be paid in the year 1980 and subsequent years.

2. Declaration of rights, restrictions, options and conditions as set forth in the instrument recorded in Deed Book 161 at page 39.

3. Right-of-way to South Carolina Electric & Gas Company as set forth in the instrument recorded in Deed Book 177 at page 245.

4. Agreement with United Telephone Company of the Carolinas, Inc., as set forth in the instrument recorded in Deed Book 196 at page 987.

5. Easements to South Carolina Power Company as set forth in the instruments recorded in Deed Book 60 at pages 429 and 431.

6. Title to any lands, swamps, marshes, marsh areas, etc., lying below the mean high water mark of the Beaufort River, Brickyard Creek or wherever, and claimed by the State of South Carolina or any governmental agency or quasi-governmental agency even though title thereto may be in dispute.

7. Easements as reserved in the plats recorded in Plat Book 19 at pages 84 and 160 and in Plat Book 17 at page 74 shown as utility and drainage easements.

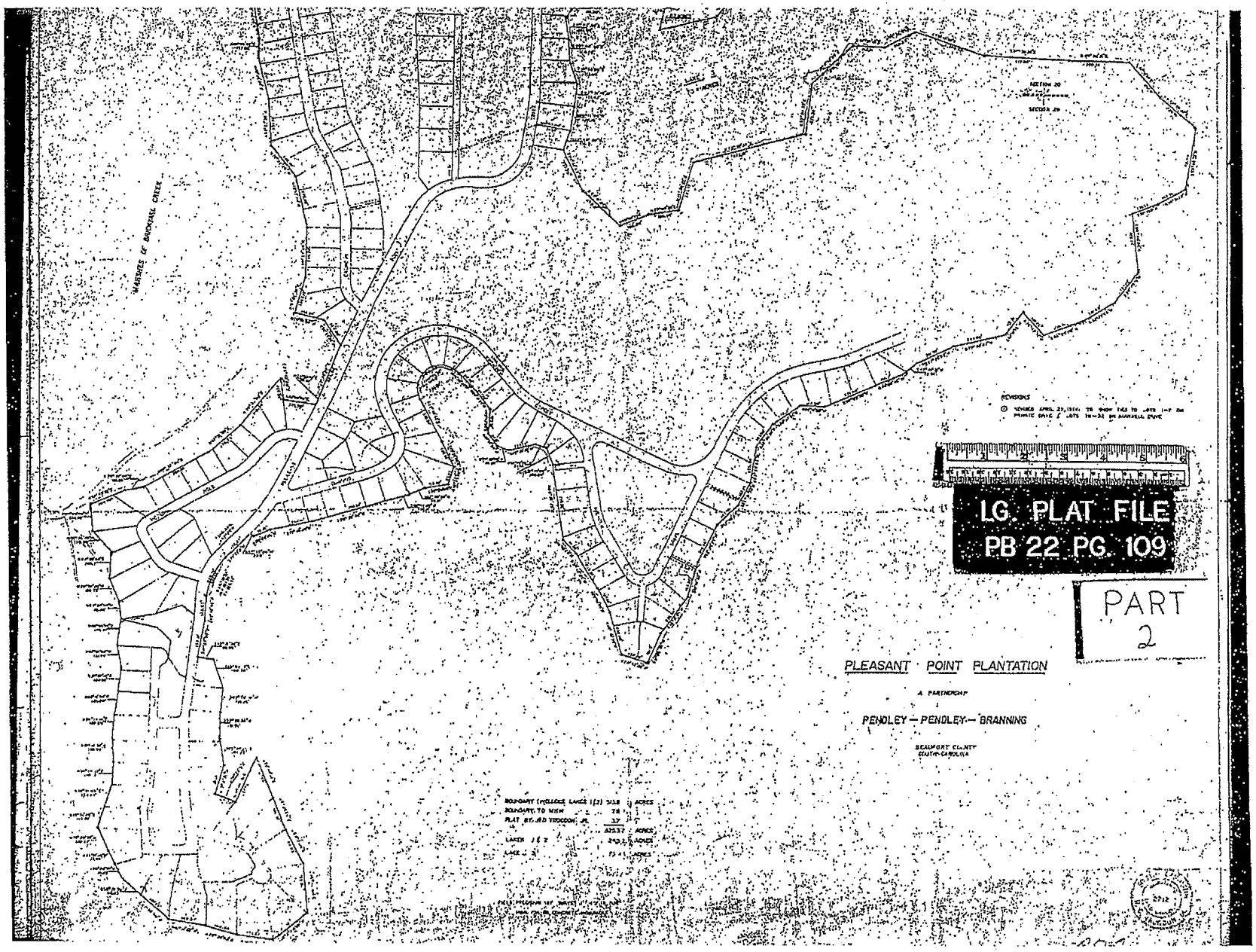
8. Lis Pendens filed in Lis Pendens Book 3 at page 65. This Lis Pendens affects only Lot 19 of Country Club Section.

9. Right of ingress and egress as reserved in the instrument recorded in Mortgage Book 171 at page 1360 in said Clerk's office.

1463

FILED AT 12:50 O'CLOCK P. M. BEAUFORT COUNTY S. C. JUL 16 1981 RECORDED IN BOOK 327 PAGE 1460
Marion H. Fender, Dep.
CLERK OF COURT OF COMMON PLEAS

RECORDED THIS 23rd DAY OF July 1981 IN BOOK 177 PAGE 939
FEES $
Mary Lynn Gray
AUDITOR, BEAUFORT COUNTY, S. C.


MARSHES OF BRICKHILL CREEK
SECTION 20
SECTION 20
REVISIONS
LG. PLAT FILE
PB 22 PG. 109
PART
2
PLEASANT POINT PLANTATION
A PARTNERSHIP
PENDLEY — PENDLEY — BRANNING
BEAUFORT COUNTY
SOUTH CAROLINA

000470

Form No. 100—Title to Real Estate by a Corporation
Revised 1972

The State of South Carolina.

County of Beaufort

FILED IN DEED BOOK 421 PAGE 722
FILED AT 140000 ON 06/03/85

KNOW ALL MEN BY THESE PRESENTS, That

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership

in the State aforesaid, ---------- for and ---------- *in consideration of the sum of*

ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 ($135,000.00) ----------*Dollars*

to it in hand paid at and before the sealing of these presents, by ROBERT LEWIS WHITE, 310 Carolina Cove, Beaufort, South Carolina 29902
in the State aforesaid, ----------*(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said ROBERT LEWIS WHITE, HIS HEIRS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat made of the Country Club Section of Pleasant Point Plantation by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the Office of the Clerk of Court for Beaufort County, South Carolina. Said lot is bounded on the North by Pleasant Point Drive, whereon it measures 84.89 feet; on the West by Lot 28, whereon it measures 350 feet, more or less; on the South by the Beaufort River, whereon it measures 193.03 feet, more or less; and on the East by Lot 1, whereon it measures 169 feet, more or less, and by an undesignated narrow strip of land between the subject property and Lot 2 whereon it measures 223.06 feet. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is a portion of the same property conveyed to the within Grantor by deed of Morprop Incorporated dated July 16, 1981, and recorded on July 16, 1981, in Deed Book 327 at Page 1460 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619, and subject to rights-of-way as set forth in Deed Book 177 at Page 245, Deed Book 196 at Page 987, Deed Book 60 at Page 429, and Deed Book 60 at Page 431 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is further subject to an as yet unrecorded avigation easement in favor of the United States of America as a result of certain litigation currently pending in the U.S. Court of Claims in a matter entitled "Cloide C. Branning, et al. vs. United States of America".

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	172	

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 ROBERT LEWIS WHITE, His *Heirs and Assigns forever*

FILED IN DEED BOOK 421 PAGE 723
FILED AT 140000 ON 06/03/85

And the said PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* ROBERT LEWIS WHITE, His *Heirs and Assigns, against itself and its successors* and all other persons *lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *(Insert name of Corporation)* *has caused these presents to be executed in its name by* William S. Howard, President of William S. Howard Company, its General Partner *and by* William F. Jones *its* General Partner *this* 31st *day of* May *in the year of our Lord one thousand nine hundred and* eighty-five *, and in the two hundred and* ninth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership (Seal)

By: William S. Howard Co. Inc. Gen. Ptnr.

By: William S. Howard
President

Witness

Witness

WILLIAM F. JONES, General Partner

000472

The State of South Carolina,

County of Beaufort

FILED IN DEED BOOK 421 PAGE 724
FILED AT 140000 ON 06/03/85

PERSONALLY appeared before me Marlene R. Smith
(Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation Associates, a South Carolina General Partnership
(Insert name of Corporation)

by William S. Howard, President of William S. Howard Company, its General Partner,
(Insert name of President or Vice-President)

~~President sign the within Deed~~ *and* William F. Jones *its* General Partner
(Insert Sec. or Treas.)

attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Carl C. Hendricks, Jr.
(Insert name of other Witness)

witnessed the execution thereof.

Marlene R. Smith
(Witness)

SWORN to before me, this 31st *day of* May *A. D. 19* 85

C. C. Hendricks (Seal)
Notary Public, S. C.
My Commission Expires: 8/16/87

H&H:CCHjr

The State of South Carolina,

PLEASANT POINT PLANTATION ASSOCIATES,

a South Carolina Limited Partnership

TO

ROBERT LEWIS WHITE

TITLE TO REAL ESTATE

Filed this *day of*

A. D. 19

at *o'clock,* *M.,*

and recorded Vol. *Page*

Fee, $

Register Mesne Conveyance.
County, S. C.

Recorded this 13th *day of*

June *19* 85

in Book Q *page* 528

Fee, $

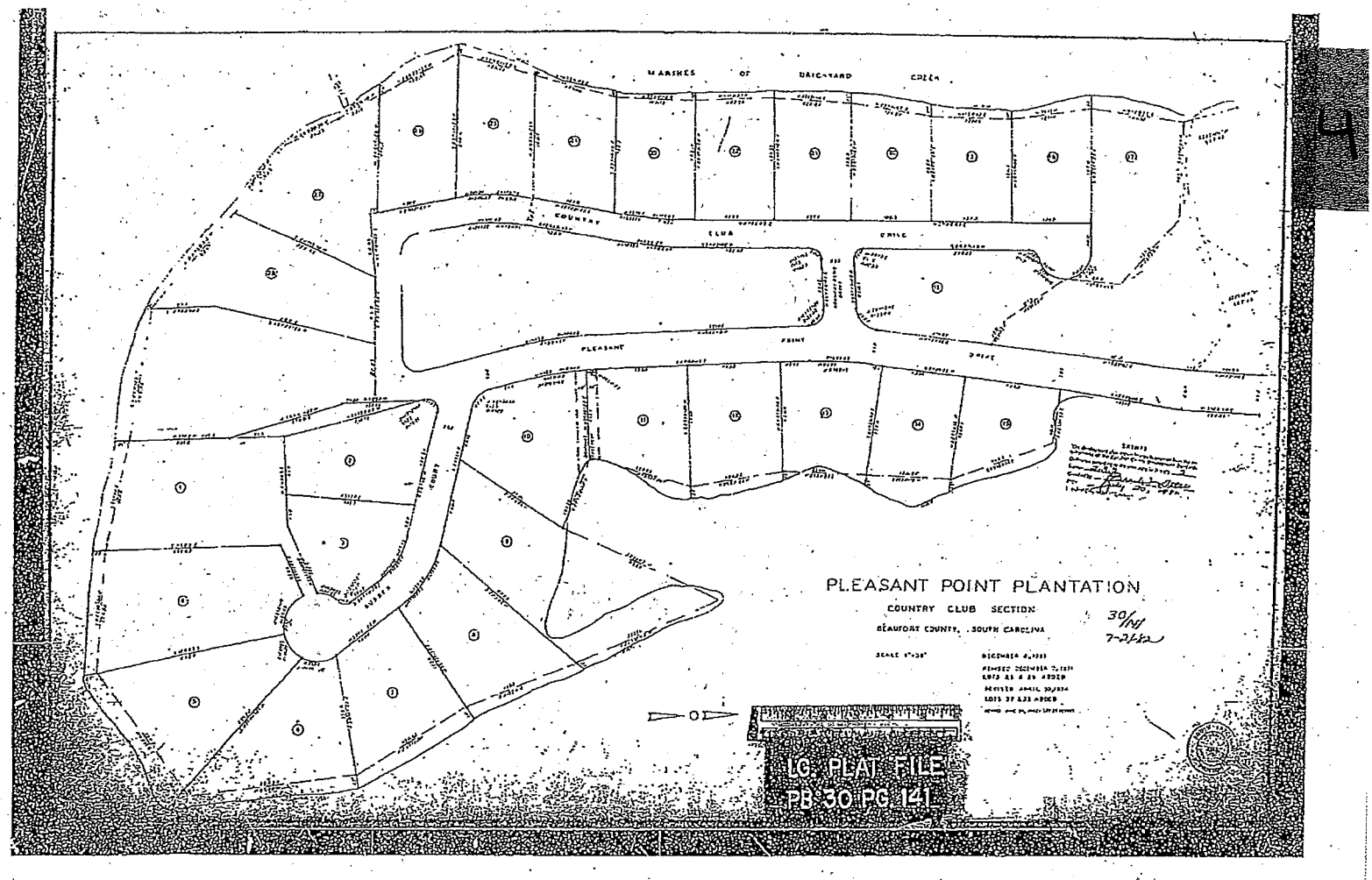
Mary A. Grant

Auditor Beaufort *County.*

FILED IN DEED BOOK 421 PAGE 725
FILED AT 14:00:00 ON 06/03/85 72777
BOOK NUMBER 421 PAGES 722- 725
FILING FEE 4.00
STATE STAMPS 278.00
COUNTY STAMPS 148.50
TOTAL FEES 422.50
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

RMC
BEAUFORT COUNTY
RECEIVED
'85 JUN 3 PM 2 00

000474


MARSHES OF BRICKYARD CREEK
COUNTRY CLUB DRIVE
PLEASANT POINT DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
LC. PLAT FILE
PB 30 PG 141

South Carolina Form No. 11 (Revised)

479-
1180

Warranty Deed

The State of South Carolina,

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, ROBERT LEWIS WHITE

Revenue Stamps
Cancelled
660
Beaufort County, SC

in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 ($10.00) ---------- Dollars, other valuable consideration, and the assumption of the hereinafter described mortgage to me in hand paid at and before the sealing of these presents by FRANK M. DAVIS AND JUDITH M. DAVIS, 1543 Creatview Drive, Tallahassee, FL 32303

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said FRANK M. DAVIS AND JUDITH M. DAVIS

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat of the Country Club Section of Pleasant Point Plantation made by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised April 30, 1974, and recorded in Plat Book 19 at Page 160 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 23, 1985, and recorded in Mortgage Book 350 at Page 1450 in the R.M.C. Office of Beaufort County, South Carolina.

This is the same property conveyed to the within Grantor by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 31, 1985, and recorded on June 3, 1985, in Deed Book 421 at Page 722 in the R.M.C. Office of Beaufort County, South Carolina.

The Grantees herein, by the acceptance of this deed, specifically assume and agree to pay the indebtedness due under the terms of a mortgage given by the Grantor to Palmetto Federal Savings Bank of South Carolina recorded in Mortgage Book 350 at Page 1441 in the R.M.C. Office of Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	122	

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 FRANK M. DAVIS AND JUDITH M. DAVIS for and during their joint lives and upon the death of either of them then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said FRANK M. DAVIS AND JUDITH M. DAVIS as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 19th day of June in the year of our Lord one thousand nine hundred and eighty-seven

Signed, Sealed and Delivered in the Presence of

ROBERT LEWIS WHITE (SEAL)

(SEAL)

(SEAL)

THE STATE OF SOUTH CAROLINA,
County of Beaufort

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named Robert Lewis White sign, seal, and as his Act and Deed, deliver the within-written Deed; and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this 19th day of June, A. D. 19 87

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/16/87

THE STATE OF SOUTH CAROLINA,

County of .....

RENUNCIATION OF DOWER

UNNECESSARY.

I do hereby certify unto all whom it may concern, that Mrs. 1182

the wife of the within-named .....

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named .....

.....

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, all her interest and estate, and also all her right and claims of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this ..... day of ....., A. D. 19.....

..... (SEAL) .....

.....

CORPORATIONS

THE STATE OF SOUTH CAROLINA,

County of .....

PERSONALLY appeared before me .....

and made oath that he saw ..... and

....., sign, affix the Corporate Seal, and as the Act and Deed of said Corporation, deliver the within-written Deed; and that he with ..... witnessed the execution thereof.

.....

SWORN to before me this .....

day of ....., 19.....

.....(SEAL)

Notary Public for S. C.

H&H:CCHjr

STATE OF SOUTH CAROLINA

County of Beaufort

ROBERT LEWIS WHITE

TO

FRANK M. DAVIS AND

JUDITH M. DAVIS

WARRANTY DEED

(Jointly for Life With Remainder to Survivor)

Filed this 22 day

of June, A. D. 1987,

at 2:09 o'clock P M.,

and recorded in Book 479

Page 180 Fee, $ 4.00

D. Lloyd Dalton

R. M. C. or Clerk Court C. P. & G. S.

Beaufort County, S. C.

Recorded this 30th day

of June, 19 87,

in Book 70 Page 312A

Fee, $

Mary A. Gray Jep

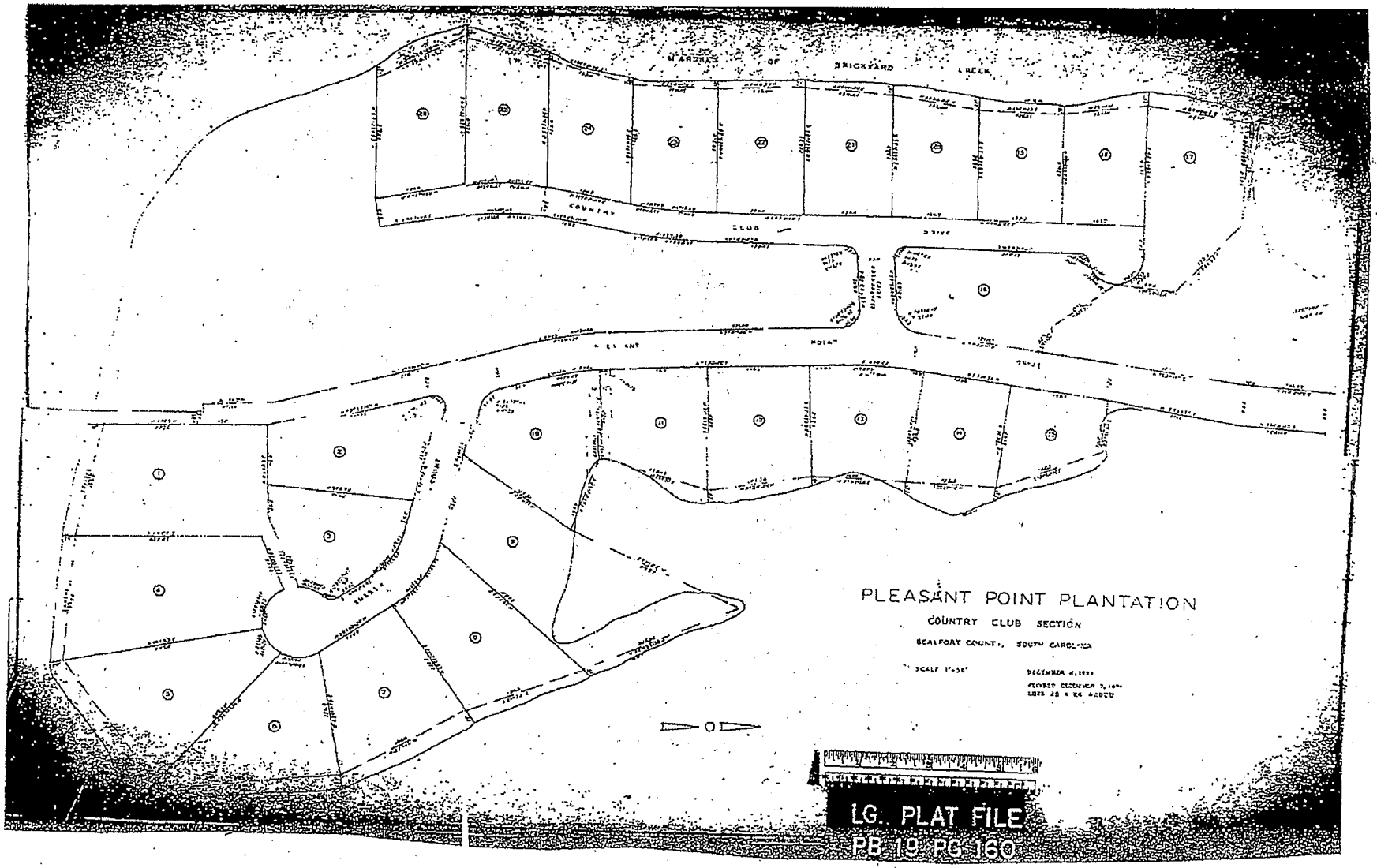
Auditor Beaufort County, S. C.

The R. L. Bryan Company, Columbia, S. C.

1183

RMC
BEAUFORT COUNTY
RECEIVED
'87 JUN 22 PM 2 09

000479


BRICKYARD
CREEK
COUNTRY
CLUB
DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
LG. PLAT FILE
PB 19 PG 160

000480

3/14 21691 950-

120

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that the said FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid for and in consideration of the premises and also in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, to them in hand paid at and before the sealing and delivery of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC.

335 South Pleasant Point Drive, Beaufort, South Carolina 29902

(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever, the real property described on Attachment A hereto.

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 AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever so that neither the said FRANK M. DAVIS AND JUDITH M. DAVIS nor their heirs, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Subdiv.	Parcel	Block
200	9	A	172	

Witness our hands and seals on June 6 in the year of our Lord one thousand nine hundred and ninety-seven (1997) and in the two hundred and twenty-first (221st) year of the Sovereignty and Independence of the United States of America.

Witness 1 — FRANK M. DAVIS

Witness 2 — JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

****

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within-named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within-written Quit-Claim Deed; and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on
June 6, 1997

J. Thomas Mikell
Notary Public for South Carolina
My Commission Expires: April 12, 1999

Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation and being described as to metes, courses, bounds, distances and directions on a plat prepared for R. McC. Tompkins on April 30, 1974 by R. D. Trogdon, Jr., SCRLS, which plat is recorded in Deed Book 248 at Page 455 in the RMC Office for Beaufort County, South Carolina.

TAX REF: R200-9A-Portion Parcel 172

1140 DTG:S

123

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.
97 JUN 10 AM 11:48 /MKL
BK 950 PG 120
FOLDER#

RECORDED THIS 26th DAY
OF June 1997
IN BOOK AD PAGE 558
Mary A Lyons /NB
REC. OF DR. BEAUFORT COUNTY, S.C.

248 p.

P 454

STATE OF SOUTH CAROLINA)
) EASEMENT
CITY OF BEAUFORT)

WHEREAS, Pleasant Point Plantation is the owner of certain real property on Lady's Island, Beaufort County, State of South Carolina as shown on a plat recorded in Plat Book 18 at Page 45 of a plat prepared by R. D. Trogdon, Jr. dated December 4, 1969 in the Office of the Clerk of Court for Beaufort County, South Carolina; and,

WHEREAS, Rathvon McC. Tompkins is the owner of Lots One (1), Two (2) and Three (3) as shown on the plat referred to above; and,

WHEREAS, Pleasant Point Plantation and Rathvon McC. Tompkins have entered into an agreement for the grant of an easement by Pleasant Point Plantation to Rathvon McC. Tompkins of certain real property described below.

NOW, therefore, in and for the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Pleasant Point Plantaion hereby grants, assigns and sets over to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives, an easement for the right to construct walkways, driveways, install water lines and sewer lines, utility lines and poles; and ornamental exterior objects; and to plant and maintain trees, shrubbery and grass in and on the real property described as follows, to-wit:

ALL that certain piece, parcel or tract of real property on Lady's Island, Beaufort County, State of South Caroline, shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., on April 30, 1974 and is more particularly described as beginning at a concrete marker on the Western boundary line of Lot One (1) which is One Hundred Sixty-Nine (169.00) feet, more or less, from the marshes of Brickyard Creek; and thence proceeding in the direction of N16°12'40"W for a distance of One Hundred Seventy-One and Sixty-Five Hundredths (171.65) feet to a concrete marker; thence proceeding in the direction of N1°58'W for a distance of One Hundred Twenty-Eight and Forty Hundredths (128.40) feet to a concrete marker; thence proceeding in the direction of S13°39'40"E for a distance of Two Hundred Eighteen and Fifteen Hundredths (218.15) feet along the Western boundary line of lot Two (2) to a concrete marker; thence in the direction of S°1'00'E for a distance of Eighty-One (81.00) feet along the Western boundary line of Lot One (1) to a concrete marker which is the point of beginning. For a more complete and accurate description, reference is made to the above referred to plat which is attached hereto and made a part hereof.

To have and to hold the said easement, the rights, members and hereditaments thereto, all and singular, to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives.

In witness hereof, Pleasant Point Plantation, has caused this agreement to be executed on August 26, in the year of our Lord one thousand nine hundred and seventy-six and in the two hundred and first year of the Sovereignty and Independence of the United States of America.

Carolyn M. Brown

J. Thomas Mitchell

PLEASANT POINT PLANTATION

By [signature]
Clotde C. Branning, General Partner

STATE OF SOUTH CAROLINA)
AFFIDAVIT
COUNTY OF BEAUFORT)

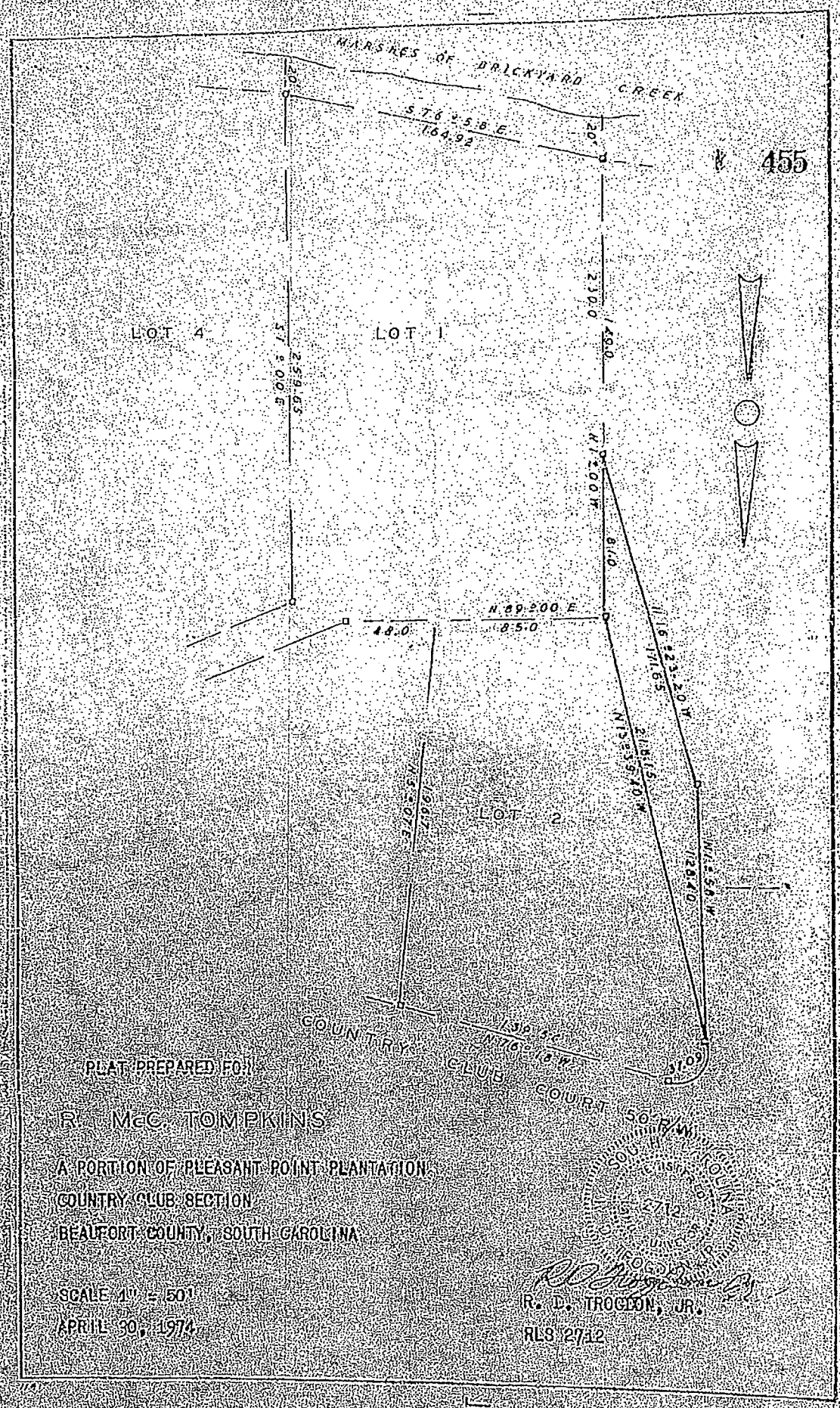
PERSONALLY appeared before me Carolyn M. Brown and made oath that saw the within-named Pleasant Point Plantation by Clotde C. Branning sign, seal and, as his act and deed, deliver the within-written Easement for the uses and purposes therein mentioned and that with J. Thomas Mitchell witnessed the execution thereof.

SWORN to before this 26th day of August, 1976

J. Thomas Mitchell
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: June 13, 1977

Carolyn M. Brown

000485


MARSHES OF BRICKYARD CREEK
S 76° 58' E
164.92
20'
LOT 4
LOT 1
LOT 2
N 89° 00' E
48.0
85.0
COUNTRY CLUB COURT
PLAT PREPARED FOR:
R. McC. TOMPKINS
A PORTION OF PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
SCALE 1" = 50'
APRIL 30, 1974
R. D. TROGDON, JR.
RLS 2712

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

456

FILED BEAUFORT COUNTY RECORDED

AT IN BOOK

O'CLOCK PAGE

MAY 17 19

CLERK OF COURT OF COMMON PLEAS

RECEIVED

HARVEY, PATTEY, MACLEOD & HELPHENSTINE

ATTORNEYS AND COUNSELLORS AT LAW

BEAUFORT

HILTON HEAD ISLAND, S. C.

000487

3/10 PM 21690 BEAUFORT COUNTY, S.C. 116

9.50

RECORDING FEES COLLECTED
TRANSFER FEES $ 0
COUNTY $ 825.00 STATE $ 1950.00

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid, for and in consideration of the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 ($750,000.00) DOLLARS, to them in hand paid at and before the sealing of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC., 335 South Pleasant Point Drive, Beaufort, South Carolina 29902 in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever, in fee simple, the real property described on Attachment A hereto.

TOGETHER with all and singular, the rights, members, hereidtaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the premises before mentioned unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever.

The Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said Premises unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
200	9	A	172	

WITNESS our Hands and Seals on June 6 in the year of our Lord one thousand nine hundred ninety-seven (1997) and in the two hundred and twenty-first (221st) year of the sovereignty and independence of the United States of America.

Libby W. Jennings
Witness 1

J. Thomas Mikell
Witness 2

Frank M. Davis
FRANK M. DAVIS

Judith M. Davis
JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by the Law Office of J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

****

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within written Title To Real Estate and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on
June 6, 1997

J. Thomas Mikell
J. Thomas Mikell
Notary Public for South Carolina
My Commission Expires: ~~April 12, 1999~~

Libby W. Jennings
Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, SCRLS, on May 30, 1997 that is recorded in Plat Book 60 at Page 190 of the RMC Office for Beaufort County, South Carolina; SAVE AND EXCEPT therefrom that parcel located to the immediate west of Lot 1 and 2 which is described on a plat prepared by R. D. Trogdon, Jr., SCRLS, on April 30, 1974 which plat is recorded in Deed Book 248 at Page 455.

This is the same real property conveyed to the Grantors in Deed Book 479 at Page 1180 in the RMC Office for Beaufort County, South Carolina.

Tax District 200 - Map 9A - Parcel 172

AND ALSO, an easement for the right of ingress and egress over and upon that certain 0.20 acre parcel of land which is more specifically described and depicted on that certain plat by R. D. Trogdon, Jr., SCRLS, on June 8, 1987 and recorded in the RMC Office for Beaufort County, S. C. in Deed Book 481 at Page 1881. Both Grantors and Grantees understand that this easement is not to be construed as granting exclusive rights to the Grantees but this easement is to be shared jointly by Grantors and Grantees, their heirs and assigns forever.

These easement rights were conveyed to the Grantors by an Easement recorded in Deed Book 486 at Page 1465 in the RMC Office for Beaufort County, South Carolina.

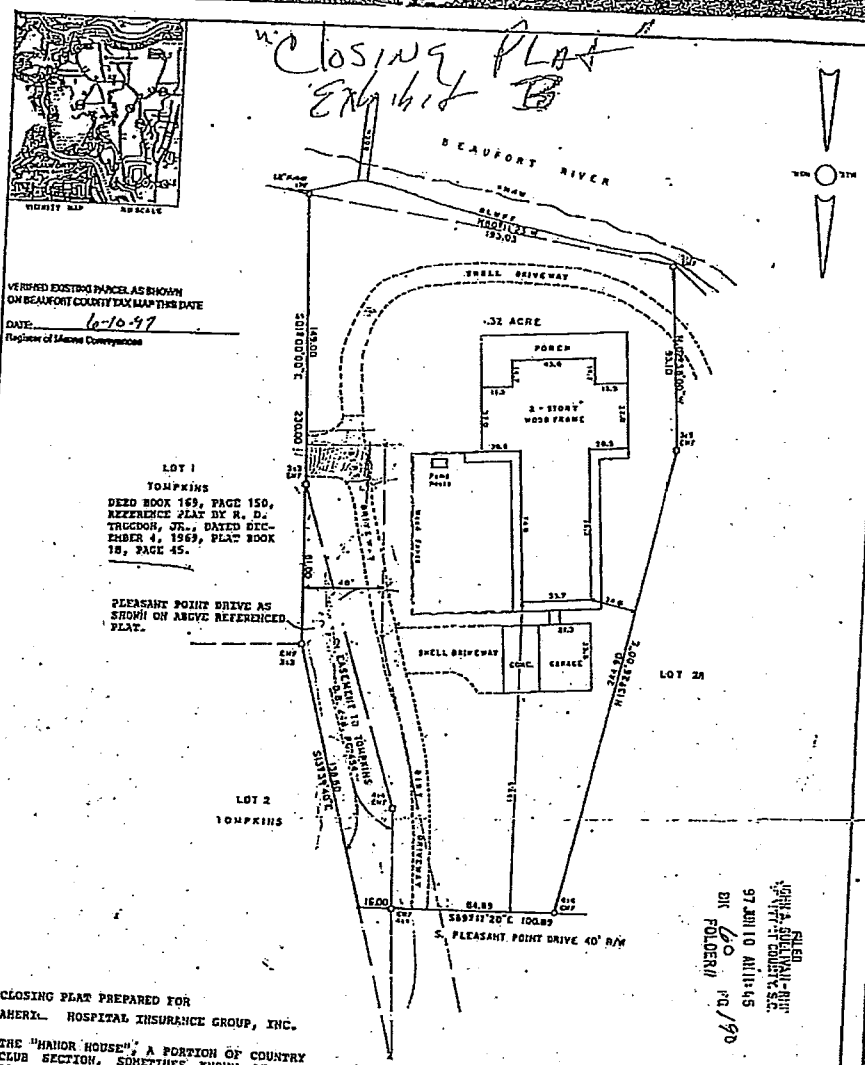
1140 DTG:S

119

FILED
JOHN A. SULLIVAN-RMC
BEAUFORT COUNTY, S.C.
97 JUN 10 AM 11:48 MAC
BK 950 PG 116
FOLDER#

RECORDED THIS 26th DAY
OF June 19 97
IN BOOK AD PAGE 558
Mary R. Lear IND
AUDITOR, BEAUFORT COUNTY, S.C.

Closing Plat
Exhibit B



VERIFIED EXISTING PARCEL AS SHOWN ON BEAUFORT COUNTY TAX MAP THIS DATE

DATE 6-10-97

Register of Mesne Conveyances

CLOSING PLAT PREPARED FOR

AMERICAN HOSPITAL INSURANCE GROUP, INC.

THE "MANOR HOUSE", A PORTION OF COUNTRY CLUB SECTION, SOMETIMES KNOWN AS LOT 29, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION SUBDIVISION AS SHOWN ON A PLAT BY R. D. TROGDON, JR., DATED DECEMBER 4, 1969, REVISED JUNE 24, 1982 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 30, PAGE 14

THIS PROPERTY IS LOCATED IN ZONE A-11 (ELEV. 13.00) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9/29/86.

PIN:R200-009-00A-0172-0000

0 20' 40' 80' 120'

SCALE 1" = 40' MAY 30, 1997

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA BEAUFORT SURVEYING INC. No. C0183 CERTIFICATE OF AUTHORIZATION

DAVID S. YOUHANS R.L.S. 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (P.O. BOX 1231)
BEAUFORT, SOUTH CAROLINA 29901
(803)524-3261 525-1175

6297BS

FILED
JOHN P. SULLIVAN-BUM
REGISTER OF DEEDS
BEAUFORT COUNTY
97 JUN 10 AM 11:45
BK 0 PG 0
FOLDER 1/96

22X

ORIGINAL DOCUMENT
POOR CONDITION OR CONTRAST

BK 1367-

63216

1111

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, ROI W. YOUNG AND DYAN M. YOUNG, (hereinafter "Grantors") in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS paid to us at and before the sealing of these presents by ALYON, INC., 1551 Sea Island Parkway, Beaufort, SC 29902, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these present do grant, bargain, sell and release unto said Grantee, Alyon, Inc., its Successors and Assigns, in fee simple, forever, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, R.L.S., dated January 27, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes, bounds, courses and distances, reference is made to the aforementioned plat of record.

The properties described herein are conveyed subject to Restrictive Covenants set forth in the following documents recorded in the Register of Deeds Office for Beaufort County, South Carolina: Deed Book 161 at Page 39; Deed Book 330 at Page 1676; Deed Book 330 at Page 1684; Deed Book 330 at Page 1686 and Deed Book 339 at Page 619.

This being the same property conveyed to the within-named Grantors by Deed of American Hospital Insurance Group, Inc., dated January 22, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1549 and by Deed of Trustees of the Tallahassee Neurological Associates Profit Sharing Plan and Trust, dated January 25, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1543.

This document was prepared by the Law Offices of Frampton L. Harper, II, 704 Prince Street, Beaufort, SC 29902

Tax Map Reference: R200-009-00A-0172-0000 (formerly R200-009-00A-0171-0000; R200-009-00A-0172-0000 and R200-009-00A-0102)

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said

R200-9A-172-0
102

Grantee, Alyon, Inc., its Successors and Assigns, in fee simple.

AND, we do hereby bind ourselves and our Heirs and Assigns, to warrant and forever defend, all and singular, the premises unto the said Grantee, Alyon, Inc., its Successors and Assigns as hereinabove provided, against us and our Heirs, Successors and Assigns, and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand(s) and seal(s) this 8th day of November in the year of our Lord two thousand, and in the two hundred and twenty-fourth year of the Sovereignty of the United States of America.

Signed, Sealed and Delivered in the presence of

First Witness

Second Witness/Notary

Roi W. Young

Dyan M. Young

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named, Roi W. Young and Dyan M. Young sign, seal, and as their act and deed, deliver the foregoing deed, and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

First Witness

SWORN to and subscribed before me
this 8th day of November, 2000

Notary Public for South Carolina
My commission expires: 3-17-2003

1113

FILED: Harper 6733 8365 8414
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
00 NOV -9 AM 9:28
BK PG
FOLDER #

RECORDED
2001 FEB -2 PM 12:35
BK 1367 PG 1111
BEAUFORT COUNTY AUDITOR

Harper 6733 8365 8414
FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
00 DEC 28 PM 10:05
BK 1367 PG 1111
FOLDER #

5078

1132
1549

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF BEAUFORT)

*KNOWN all Men by these Presents, that, **American Hospital Insurance Group, Inc.,** hereinafter the "Grantor") in the State aforesaid, for and in consideration of NO DOLLARS ($.00) to it paid by **Roi W. Young and Dyan M. Young** (hereinafter the "Grantees"), whose address is 335 Pleasant Point Drive, Beaufort, South Carolina 29902, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said **Roi W. Young and Dyan M. Young** as joint tenants with the rights of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property to wit:*

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, RLS dated May 30, 1997 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 60 at Page 190.

This is the same property conveyed to the within Grantor by Deed recorded June 22, 1987 in Book 479 at Page 180, Deed recorded June 10, 1997 in 950 at Page 116 and by Quit Claim deed recorded in Book 950 at Page 120 of the Register of Deed Office for Beaufort County, South Carolina.

Beaufort County Tax Map Reference: District 200; Map 9A; Parcel 172

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation directions on a plat prepared by R. D. Trogdon, Jr. RLS dated April 30, 1974 and recorded in Deed Book 248 at Page 454 of the said Beaufort County records.

Beaufort County Tax Map Reference: District 200; Map 9A; Parcel 172 Portion

R200-9A-172-Ø

Subject to those restrictions and easements as set forth in those instruments recorded in the said Beaufort County records.

This instrument was prepared by Henri Ann Logan, Attorney, Post Office Box 1008, Beaufort, South Carolina 29901.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said ***Roi W. Young and Dyan M. Young,*** *as joint tenants with the rights of survivorship and not as tenants in common, Grantee's heirs and assigns, forever, in fee simple.*

AND ***American Hospital Insurance Group, Inc.,*** *does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantees, as hereinabove provided, against itself and its successors and assigns lawfully claiming, or to claim the same, or any part thereof.*

Witness my Hand and Seal this 22nd day of January, 1999.

Signed, Sealed and Delivered in the presence of: AMERICAN HOSPITAL INSURANCE GROUP, INC.

1ST WITNESS

Roy W. Young, President and Sole Officer

NOTARY

STATE OF SOUTH CAROLINA)
) *PROBATE*
COUNTY OF BEAUFORT)

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named American Hospital Insurance Group, Inc. as its act and deed, sign, seal and deliver the within written Deed, and that he/she with the other witness subscribed above witnessed the execution thereof.

1ST WITNESS

Sworn to before me this 22nd day of January, 1999.

Notary Public for S. Carolina
My Commission Expires 08-23-04

LOGAN 6726
6733

1552

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

99 FEB -1 PM 4:11 /MAL

BK 1132 PG 1549
FOLDER#

RECORDED THIS 5 DAY
OF March 1999
IN BOOK AF PAGE 122
Sharon O. Burrell
AUDITOR, BEAUFORT COUNTY, S.C.

Toi Young

BEAUFORT COUNTY SC - ROD
BK 01477 PG 0507
FILE NUM 2001060115
RECORDING FEES 10.00
RECORDED BY S SMITH RCPT# 20473
RECORDED 09/27/2001 03:36:30 PM

RECORDED
2001 Oct -30 02:18 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed of Roi W. Young and Dyan M. Young dated November 8, 2000, and recorded December 28, 2000, in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1367 at Page 1111.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantees' Address: 335 **Pleasant Point Drive, Beaufort, SC 29902**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Roi W. Young and Dyan M. Young, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 10/29/2001 05:28:25 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

CHANGE DMP Record 10/29/2001 05:27:23 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

01-0863 Young

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 20th day of September in the year of our Lord **two thousand one** and in the **two hundred and twenty-sixth** year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

ALYON, INC.,

By: _____ (L.S.)
Roi W Young, President

By: _____
Dyan M. Young, Secretary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Alyon, Inc.,** Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
20th day of September 2001.

_____ (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 01-0863

to: Alyon

2/10 VA 2836

BEAUFORT COUNTY SC - ROD
BK 01477 PG 0531
FILE NUM 2001060117
RECORDING FEES 10.00
RECORDED BY S SMITH RCPT# 20473
RECORDED 09/27/2001 03:36:30 PM

RECORDED
2001 Oct -30 02:18 PM
Sharon Q. Burris
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
) *WARRANTY DEED*
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

68 | 79 Book 13 - 1041

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed of Alyon, Inc., dated September 20, 2001, and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 507

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

CHANGE DMP Record 10/29/2001 05:30:15 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

Tax Map #: 200-9A-172

Grantee's Address: **1551 Sea Island Parkway, Beaufort, SC 29902**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

01-0863 Young

WITNESS our Hands and Seals this 20th day of September in the year of our Lord two thousand one and in the two hundred and twenty-sixty year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

Roi W. Young {L.S.}

Dyan M. Young {L.S.}

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Roi W. Young** and **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
20th day of September, 2001.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 01-0863

BEAUFORT COUNTY SC - ROD
BK 01661 PG 1525
FILE NUM 2002074389
RECORDING FEES 10.00
REC'D BY B BING RCPT# 94056
REC'D 11/08/2002 02:30:38 PM

RECORDED
2002 Dec -18 09:08 AM
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

> ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.
>
> This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.
>
> This being the same property conveyed to the within named Grantor by Deed recorded November 27, 2001 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at page 531.
>
> Tax Map Ref: 200-9A-172
>
> Grantees' Address: 335 Pleasant Point Drive, Beaufort, SC 29902

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Roi W. Young** and **Dyan M. Young**, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 12/12/2002 05:33:11 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 12/12/2002 05:33:32 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 30th day of October, 2002.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

ALYON, INC.,

By: _____ {L.S.}
Roi W Young, President

By: _____
Dyan M. Young, Secretary

STATE OF South Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
30th day of October, 2002.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 02-0766

2U
10
Logan
8715

BEAUFORT COUNTY SC - ROD To Alyon
BK 01663 PG 1443
FILE NUM 2002075312
RECORDING FEES 10.00
REC'D BY C SEABROOK RCPT# 95276
REC'D 11/13/2002 02:25:59 PM

RECORDED
2002 Dec -18 09:10 AM
Sharon G. Burris
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
) **WARRANTY DEED**
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded November 27, 2001 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 507.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map #: 200-9A-172

Grantee's Address: **1551 Sea Island Parkway, Beaufort, SC 29907**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

ADD DMP Record 12/12/2002 05:44:50 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 12/12/2002 05:45:00 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

WITNESS our Hands and Seals this 7th day of ~~October~~ November, 2002.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

Roi W. Young {L.S.}

2nd Witness

Dyan M. Young {L.S.}

STATE OF South Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Roi W. Young** and **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 7th day of ~~October~~ November, 2002.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 02-0766

3 PB
To Logan
3090

To the Youngs

RECORDED
2003 Jan -22 03:31 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01685 PG 2108
FILE NUM 2002085277
12/23/2002 04:53:20 PM
REC'D BY P BAXLEY RCPT# 106714
RECORDING FEES 10.00

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
) **WARRANTY DEED**
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1661 at Page 1525.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantees' Address: 335 **Pleasant Point Drive, Beaufort, SC 29907**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Roi W. Young and Dyan M. Young**, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 1/22/2003 02:34:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 1/22/2003 02:34:46 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

Young 07-20

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 16th day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

ALYON, INC.,

By: Dyan M. Young (L.S.)
Dyan M. Young, Secretary

1st Witness

2nd Witness

STATE OF S. Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
16th day of December, 2002.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 08/23/04

WITNESS/(*Not Notary*)

File # 02-1160

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 13 day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

ALYON, INC.,

Marguerita M. Lanz
1st Witness (Not Notary)

By: _____{L.S.}
Roi W Young, President

Andrea R Ames
2nd Witness (Notary)

STATE OF FLORIDA)
) PROBATE
COUNTY OF Pinellas)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
13th day of December, 2002.

Marguerita M. Lanz
WITNESS (*Not Notary*)

ANDREA R AMES (L.S.)
Notary Public for the Jurisdiction Aforesaid

Andrea R Ames
Personally Known to me

My commission expires 3/31/05

File # 02-1160

Andrea R. Ames
Commission # DD 002866
Expires March 31, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

to Alyon

3/10 PB
Logan
13090

RECORDED
2003 Jan -22 03:32 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01685 PG 2122
FILE NUM 2002085279
12/23/2002 04:53:20 PM
REC'D BY P BAXLEY RCPT# 106714
RECORDING FEES 10.00

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded December ____, 2002 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book _____ at Page _____.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantee's Address: 1551 Sea Island Parkway, Beaufort, SC 29907

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Alyon, Inc., its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Alyon, Inc., its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

ADD DMP Record 1/22/2003 02:36:01 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	090	00A	0172	0000	00

ADD DMP Record 1/22/2003 02:36:23 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

WITNESS our Hands and Seals this 23rd day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Patty V. Cottingham
1st Witness (Not Notary)

Dyan M. Young (L.S.)
Dyan M. Young

2nd Witness (Notary)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Patty V. Cottingham
WITNESS *(Not Notary)*

Sworn to before me this
23rd day of December, 2002.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 08/23/04

File # 02-1160

WITNESS our Hands and Seals this 23rd day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Marguerita M. Nardo
1st Witness (Not Notary)

Roi W. Young {L.S.}

Andrea R. Ames
2nd Witness (Notary)

STATE OF FLORIDA)
) PROBATE
COUNTY OF Pinellas)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Roi W. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Marguerita M. Nardo
WITNESS (*Not Notary*)

Sworn to before me this
23rd day of December, 2002.

Andrea R. Ames (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 3/31/05

File # 02-01160

Andrea R. Ames
Commission # DD 002866
Expires March 31, 2005

RECORDED
2009 Sep -15 08:40 AM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

JPMorgan Chase Bank, National Association as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA

Plaintiff,

vs.

Alyon, Inc., First National Bank of Florida, Sea Island Air, Inc., OCS Doors, LLC, Pleasant Point Property Owners Association, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS
DOCKET NO. 2009-CP-07-0076

ADD DMP Record 9/14/2009 12:55:19 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	W
R200	009	00A	0172	0000	0

TITLE UNDER
ORDER OF COURT

BEAUFORT COUNTY SC-ROD
BK 02874 PGS 1552-1556
DATE: 07/29/2009 03:21:28 PM
INST # 2009045191 RCPT# 592060

ADD DMP Record 9/14/2009 12:58:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR whom the same may in anywise concern, I, Marvin H. Dukes, III, Master in Equity of the County of Beaufort in the said State, send greeting:

WHEREAS, JPMorgan Chase Bank, National Association as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, on or about 1/9/2009, did exhibit its Complaint in the Court of Common Pleas in the County of Beaufort and state aforesaid against Alyon, Inc., et al., and the cause being at issue before the Honorable Court came on to be heard on , when the said Court, after a full hearing thereof, and mature deliberation in the premises, did order, adjudge and decree that the real property hereinafter mentioned and described, should be sold at public auction by the Master in Equity for Beaufort County on the terms and for the purposes mentioned in said Decretal Order, as by reference thereto, on file in the said Court, will appear; and the said Master in Equity, after having duly advertised the said real property for sale by public outcry, on **July 6, 2009** did then openly, publicly and according to the custom of auction, sell and dispose of the said real property below described unto JP Morgan Chase Bank,

WESTON ADAMS
ATTORNEY AT LAW
POST OFFICE BOX 291
COLUMBIA, SOUTH CAROLINA 29202

National Association, its successors and assigns, for $500.00, being at that price the highest bidder for same.

NOW, KNOW ALL MEN that I, the said Master, in consideration of the premises and also in consideration of the sum of $500.00, paid me by the said JP Morgan Chase Bank, National Association, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JP Morgan Chase Bank, National Association, its successors and assigns:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmas, RLS, dated January 27, 1999, and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to Roi W. Young and Dyan M. Young by deed of Alyon, Inc. recorded November 8, 2002 in Deed Book 1661 at page 1527. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded November 13, 2002 in Deed Book 1663 at page 1443. Thereafter Alyon, Inc. conveyed said property to Roi W. Young and Dyan M. Young by deed recorded December 23, 2002 in Deed Book 1685 at page 2108. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded December 23, 2002 in Deed Book 1685 at page 2122.

Grantee's Address
JP Morgan Chase Bank, National Association
7255 Baymeadows Way
Jacksonville, FL 32256

TMS NO. R200 009 00A 0172 0000

TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever to the said JP Morgan Chase Bank, National Association, its successors and assigns, belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, dower, possession, property, benefit, claim and

demand whatsoever, both at law and in equity, of the said Alyon, Inc., et al. and of all parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

TO HAVE AND TO HOLD the said real property, with its hereditaments, privileges and appurtenances unto the said JP Morgan Chase Bank, National Association, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Master in Equity, under and by virtue of the said Decree, have hereunto set my Hand and Seal at Beaufort, South Carolina, this 22nd day of July, in the year of our Lord two thousand and nine, and in the two hundred and thirty-second year of the Sovereignty and Independence of the United States of America.

Marvin H. Dukes, III
Master in Equity

SEALED AND DELIVERED IN THE PRESENCE OF:

Heather H McLeod
Priscilla L Stewart
WITNESSES

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, Priscilla L Stewart a Notary Public for the State of South Carolina, do hereby certify that Marvin H. Dukes, III, as Master in Equity personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 20 day of July, 2009.

Priscilla L Stewart
Notary Public for South Carolina
My Commission Expires: 8/29/2016

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR EXEMPT TRANSFERS
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at 335 Pleasant Point Drive Beaufort, South Carolina 29902, bearing Beaufort County Tax Map Number R200 009 00A 0172 0000 was transferred by Master in Equity/Special Referee to JP Morgan Chase Bank, National Association on July 6, 2009.

3. The deed is exempt from the deed recording fee because: #13 transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes ____ Or No ____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for the Plaintiff.

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Responsible Person Connected with the Transaction

Weston Adams Law Firm

SWORN to before me this
27 day of July, 2009

Notary Public for SC
My Commission expires:01/10/2018

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forbearance or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee when the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership where partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

4
10 PB
Aerwick Hmk
1327

BEAUFORT COUNTY SC - ROD
BK 02938 PGS 0589-0592
FILE NUM 2010011598
03/05/2010 12:10:59 PM
REC'D BY P BAXLEY RCPT# 610521
RECORDING FEES 10.00
County Tax 816.75
State Tax 1,930.50

RECORDED
2010 May -17 01:20 PM
Sharon G. Burris
BEAUFORT COUNTY AUDITOR

Commitment Number: 2003058
Seller's Loan Number: 0601550320

After Recording Return To:

ServiceLink Hopewell Campus
4000 Industrial Boulevard
Aliquippa, PA 15001
(800) 439-5451

This instrument prepared by: Michael H. Warren, Attorney at Law, LLC, PO Box 160146, 2121 Boiling Springs Rd. Boiling Springs, SC 29316 and by Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 7367A E. Kemper Road, Cincinnati, Ohio 45249 (513) 247-9605 Fax: (866) 611-0170 without search or certification of title, legal description and names provided by the parties hereto.

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER R200-009-00A-0172-0000

State of South Carolina)
) **SPECIAL/LIMITED WARRANTY**
County of Beaufort) **DEED**

JPMorgan Chase Bank, National Association, whose mailing address is **7301 Baymeadows Way 2nd Floor, Jacksonville FL 32256, Mail Code: FL5-7317**, hereinafter grantor, for $742,500.00 (Seven Hundred and Forty-Two Thousand Dollars and Five Hundred Dollars and no Cents) in consideration paid, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, with covenants of limited warranty to **Keith A. Guest** and **Stephanie C. Guest**,* hereinafter grantees, whose tax mailing address is **335 PLEASANT POINT DR., BEAUFORT SC 29907-1164**, the following real property:
husband and wife

All that certain parcel of land situated on Lady's Island, County of Beaufort, State of South Carolina, being known and designated as follows: Consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record. This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina. Being the same property as conveyed from Roi W. Young and Dyan M. Young to Alyon, Inc., as described in Deed Book 1685 Page 2122, Dated 12/23/2002, Recorded 12/23/2002 in BEAUFORT County Records. Tax/Parcel ID: R200-009-00A-0172-0000 Tax Map: 200-9A-172 Property Address is: 335 PLEASANT POINT DR BEAUFORT SC 29907-1164

Prior instrument reference: **20099-CP-07-0076** BK 2874 pg 1552 recorded 9.14.09

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

Exceptions: The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantees forever.

Executed by the undersigned on Jan. 28, 2010:

JPMorgan Chase Bank, National Association

By: Brenda Oxford

Brenda Oxford

Its: Vice President

Witness Grantor's hand this 28 day of Jan., 2010

Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

Witness (signature on above line) — Devon D. Mischler, Printed Name

Witness (signature on above line) — Jill Kelsey, Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on Jan. 28, 2010 by Brenda Oxford its Vice President on behalf of **JPMorgan Chase Bank, National Association**, who is personally known to me or has produced known as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public: M. Rachael Singleton

my comm exp: 7-24-2010

NOTARY PUBLIC-STATE OF FLORIDA
M. Rachael Singleton
Commission # DD577292
Expires: JULY 24, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

mail tax statements to: Keith A Guest and Stephanie C Guest 335 Pleasant Point Dr Beaufort SC 29907

STATE OF PA)
COUNTY OF Beaver)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at 338 Pleasant Point Dr Beaufort SC 29907
bearing Beaufort County Tax Map Number R 200-009-00A-0172-00 was
transferred by JP Morgan Chase Bank National Association
to Keith A Guest and Stephanie C Guest
on 1-28-2010.

The transaction was (Check one):

X An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $ 742500.00 *.

_____ **Not** an arm's length real property transaction and the fair market value of the property is $ _____ *.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is (See back of affidavit.):

_____

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: agent Deborah Kiss

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Deborah Kiss agent
Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction
Deborah Kiss

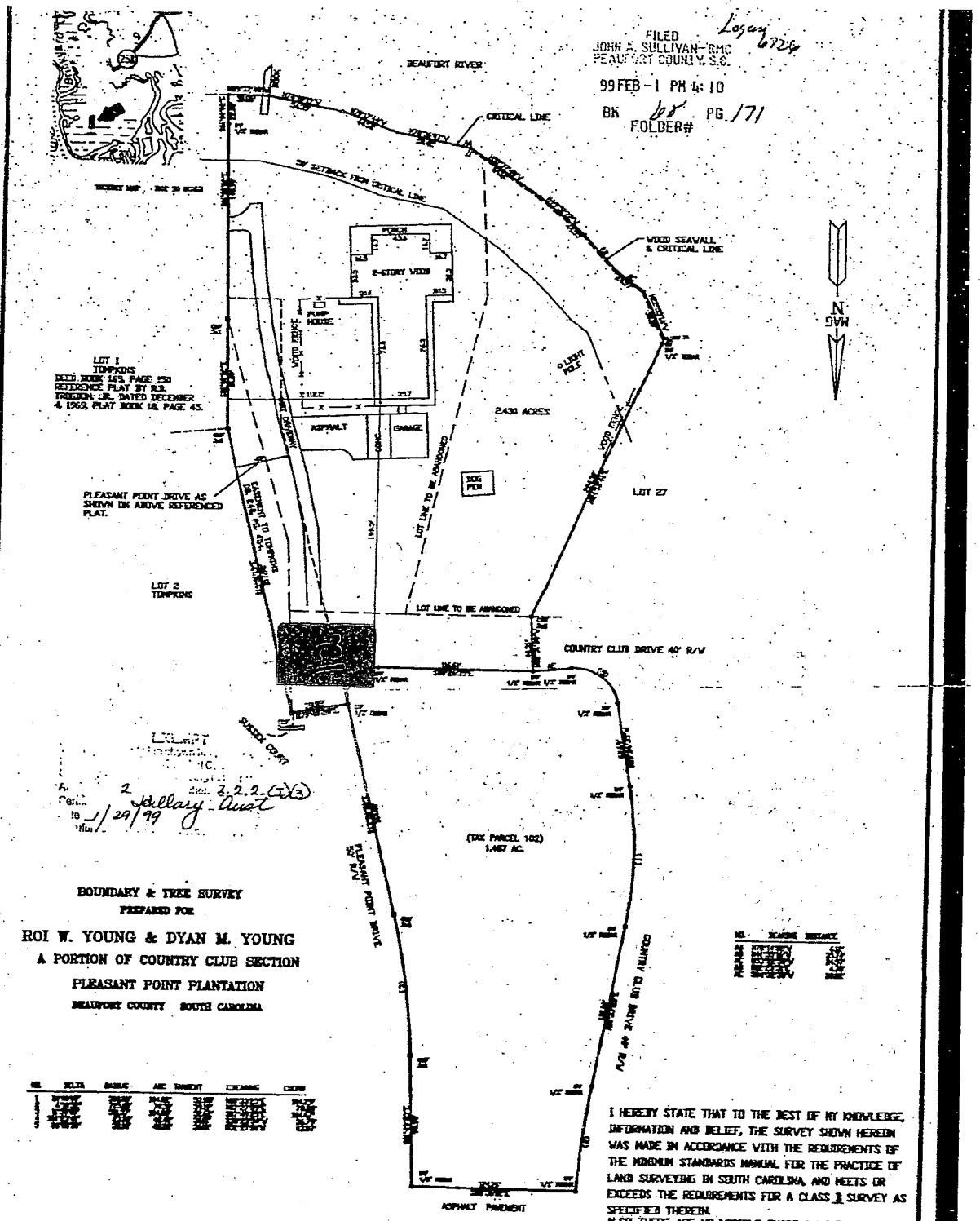
SWORN to before me this 2 day of March, 2010.

Sharon R Glaab
Notary Public for _____
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon R. Glaab, Notary Public
Hopewell Twp., Beaver County
My Commission Expires Feb. 2, 2012
Member, Pennsylvania Association of Notaries

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g, stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on after the transfer

FILED
JOHN A. SULLIVAN-RMC
BEAUFORT COUNTY, S.C.
99 FEB -1 PM 4:10
BK 68 PG. 171
FOLDER# Logan 6726



Hillary Quat 1/29/99

BOUNDARY & TREE SURVEY
PREPARED FOR
ROI W. YOUNG & DYAN M. YOUNG
A PORTION OF COUNTRY CLUB SECTION
PLEASANT POINT PLANTATION
BEAUFORT COUNTY SOUTH CAROLINA

NO.	DELTA	RADIUS	ARC	TANGENT	CHORDING	CHORD
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NO.	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

THIS PROPERTY IS LOCATED IN ZONE A-11 EL. 13.00 AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER [illegible] DATED 9/29/86.

PIN: R200-008-00A-0171-0000
R200-008-00A-0172-0000
R200-008-00A-0102-0000

0 30' 60' 120' 180'

SCALE 1" = 60'

JANUARY 27, 1999

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA
BEAUFORT SURVEYING INC.
No. 08180
CERTIFICATE OF AUTHORIZATION

DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (PO BOX 1231)
BEAUFORT, S.C. 29901
PHONE (843) 524-[illegible]

Form No. 106—Title to Real Estate by a Corporation
Revised 1972

The State of South Carolina.

County of Beaufort

FILED IN DEED BOOK 421 PAGE 722
FILED AT 140000 ON 06/03/85

KNOW ALL MEN BY THESE PRESENTS, That

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership

in the State aforesaid, ———— for and ———— *in consideration of the sum of*

ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 ($135,000.00) ————*Dollars*

to it in hand paid at and before the sealing of these presents, by ROBERT LEWIS WHITE, 310 Carolina Cove, Beaufort, South Carolina 29902
in the State aforesaid, ————*(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said ROBERT LEWIS WHITE, HIS HEIRS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat made of the Country Club Section of Pleasant Point Plantation by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the Office of the Clerk of Court for Beaufort County, South Carolina. Said lot is bounded on the North by Pleasant Point Drive, whereon it measures 84.89 feet; on the West by Lot 28, whereon it measures 350 feet, more or less; on the South by the Beaufort River, whereon it measures 193.03 feet, more or less; and on the East by Lot 1, whereon it measures 169 feet, more or less, and by an undesignated narrow strip of land between the subject property and Lot 2 whereon it measures 223.06 feet. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is a portion of the same property conveyed to the within Grantor by deed of Morprop Incorporated dated July 16, 1981, and recorded on July 16, 1981, in Deed Book 327 at Page 1460 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619, and subject to rights-of-way as set forth in Deed Book 177 at Page 245, Deed Book 196 at Page 987, Deed Book 60 at Page 429, and Deed Book 60 at Page 431 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is further subject to an as yet unrecorded avigation easement in favor of the United States of America as a result of certain litigation currently pending in the U.S. Court of Claims in a matter entitled "Cloide C. Branning, et al. vs. United States of America".

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	172	

EXHIBIT D-2
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

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 ROBERT LEWIS WHITE, His *Heirs and Assigns forever*

FILED IN DEED BOOK 421 PAGE 723
FILED AT 140000 ON 06/03/85

And the said PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* ROBERT LEWIS WHITE, His *Heirs and Assigns, against itself and its successors* and all other persons *lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *(Insert name of Corporation)* *has caused these presents to be executed in its name by* William S. Howard, President of ~~its~~ William S. Howard Company, its General Partner ~~President~~ *and by* William F. Jones *its* General Partner ~~*and its corporate seal to be hereunto affixed this*~~ 31st *day of* May *in the year of our Lord one thousand nine hundred and* eighty-five *, and in the two hundred and* ninth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership (Seal)

By: William S. Howard Co. Inc Gen Ptnr

By William S. Howard *President*

Witness

Witness

WILLIAM F. JONES, ~~Secretary~~ General Partner

000525

The State of South Carolina,

FILED IN DEED BOOK 421 PAGE 724
FILED AT 140000 ON 06/03/85

County of Beaufort

PERSONALLY appeared before me Marlene R. Smith
(Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation Associates, a South Carolina General Partnership
(Insert name of Corporation)

by William S. Howard, President of William S. Howard Company, its General Partner,
(Insert name of President or Vice-President)

~~President sign the within Deed~~ and William F. Jones ~~its~~
(Insert Sec. or Treas.)

General Partner *attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with* Carl C. Hendricks, Jr.
(Insert name of other Witness)

witnessed the execution thereof.

Marlene R. Smith
(Witness)

SWORN to before me, this 31st *day of* May *A. D. 19* 85

Carl C. Hendricks, Jr. (Seal)
Notary Public, S. C.
My Commission Expires: 8/16/87

H&H:CCHjr

The State of South Carolina.

PLEASANT POINT PLANTATION ASSOCIATES,

a South Carolina Limited Partnership

TO

ROBERT LEWIS WHITE

TITLE TO REAL ESTATE

Filed this *day of*

A. D. 19

at *o'clock,* *M.,*

and recorded Vol. *Page*

Fee, $

Register Mesne Conveyance,
County, S. C.

Recorded this 13th *day of*

June *19* 85

in Book Q *page* 528

Fee, $

Mary A Shaw

Auditor Beaufort *County.*

FILED IN DEED BOOK 421 PAGE 725

FILED AT 140000 ON 06/03/85 72777

BOOK NUMBER 421 PAGES 722- 725

FILING FEE 4.00

STATE STAMPS 278.00

COUNTY STAMPS 148.50

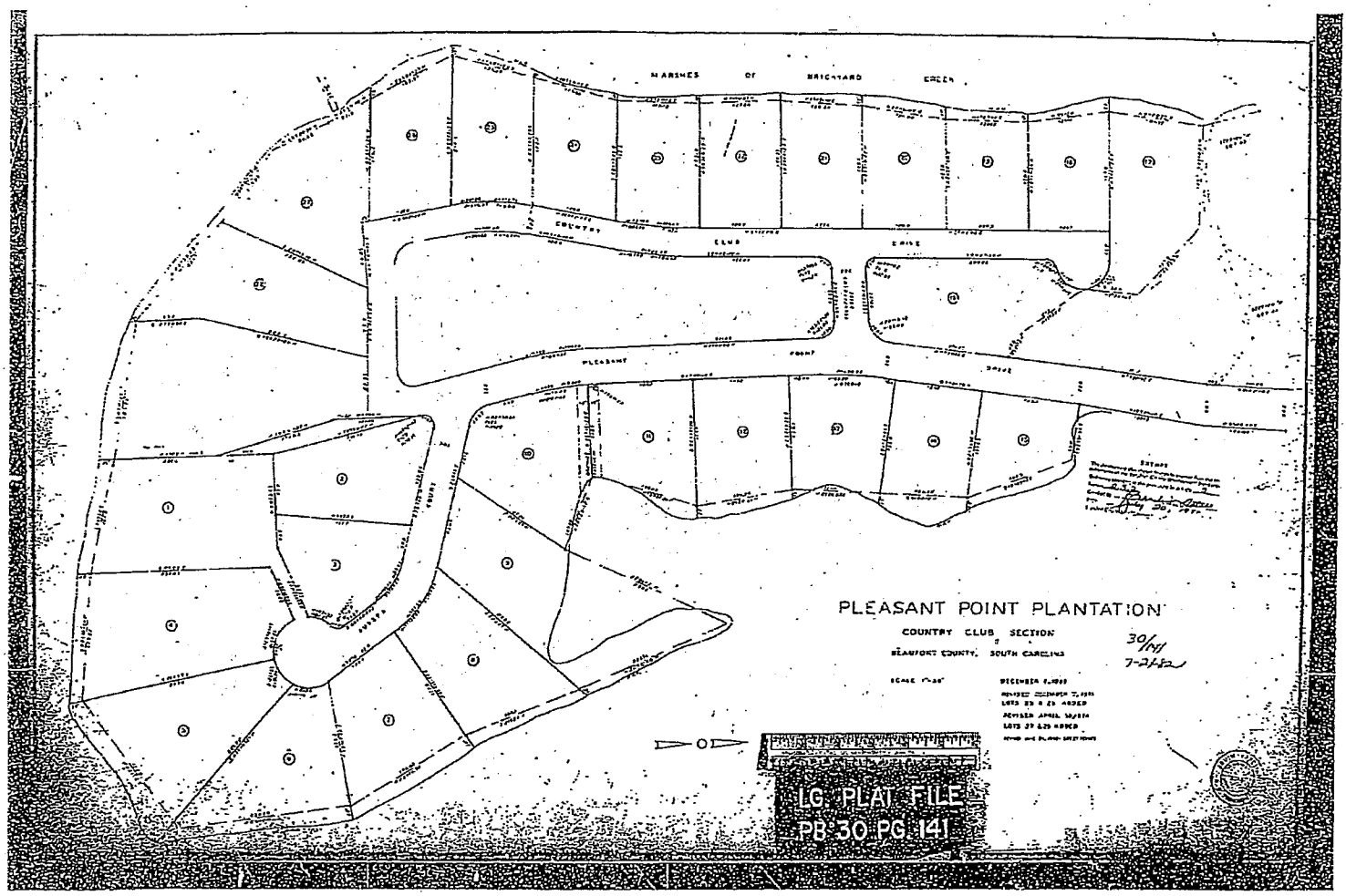
TOTAL FEES 422.50

HENRY JACKSON

CLERK OF COURT BFT CNTY, SC

RMC
BEAUFORT COUNTY
RECEIVED
'85 JUN 3 PM 2 00

000527


MARSHES OF BRICKYARD CREEK
COUNTRY CLUB DRIVE
PLEASANT POINT DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
30/141
7-2-82
LG. PLAT FILE
PB 30 PG 141

South Carolina Form No. 11 (Revised)

479-
1180

Warranty Deed

The State of South Carolina,

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, ROBERT LEWIS WHITE

Revenue Stamps
Collected
660
Beaufort County, SC

in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 ($10.00) ——————

——————Dollars,
other valuable consideration, and the assumption of the hereinafter described mortgage
to me in hand paid at and before the sealing of these presents by FRANK M. DAVIS AND
JUDITH M. DAVIS, 1543 Crestview Drive, Tallahassee, FL 32303

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said FRANK M. DAVIS AND JUDITH M. DAVIS

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat of the Country Club Section of Pleasant Point Plantation made by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised April 30, 1974, and recorded in Plat Book 19 at Page 160 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 23, 1985, and recorded in Mortgage Book 350 at Page 1450 in the R.M.C. Office of Beaufort County, South Carolina.

This is the same property conveyed to the within Grantor by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 31, 1985, and recorded on June 3, 1985, in Deed Book 421 at Page 722 in the R.M.C. Office of Beaufort County, South Carolina.

The Grantees herein, by the acceptance of this deed, specifically assume and agree to pay the indebtedness due under the terms of a mortgage given by the Grantor to Palmetto Federal Savings Bank of South Carolina recorded in Mortgage Book 350 at Page 1441 in the R.M.C. Office of Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	122	

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 FRANK M. DAVIS AND JUDITH M. DAVIS for and during their joint lives and upon the death of either of them then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said FRANK M. DAVIS AND JUDITH M. DAVIS as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 19th day of June in the year of our Lord one thousand nine hundred and eighty-seven

ROBERT LEWIS WHITE (SEAL)

(SEAL)

(SEAL)

Signed, Sealed and Delivered in the Presence of

THE STATE OF SOUTH CAROLINA,
County of Beaufort

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named Robert Lewis White sign, seal, and as his Act and Deed, deliver the within-written Deed; and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this 19th day of June, A. D. 19 87

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/16/87

THE STATE OF SOUTH CAROLINA,

County of .....

RENUNCIATION OF DOWER

UNNECESSARY.

I do hereby certify unto all whom it may concern, that Mrs. _____ 1182

the wife of the within-named _____

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named _____

_____

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, all her interest and estate, and also all her right and claims of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this _____ day of _____, A. D. 19____

_____ (SEAL) _____

_____

CORPORATIONS

THE STATE OF SOUTH CAROLINA,

County of _____

PERSONALLY appeared before me _____

and made oath that he saw _____ and

_____, sign, affix the Corporate Seal, and as the Act and Deed of said Corporation, deliver the within-written Deed; and that he with _____ witnessed the execution thereof.

_____

SWORN to before me this _____

day of _____, 19____

_____ (SEAL)

Notary Public for S. C.

H&H:ECHjr

STATE OF SOUTH CAROLINA

County of Beaufort

ROBERT LEWIS WHITE

TO

FRANK M. DAVIS AND

JUDITH M. DAVIS

WARRANTY DEED

(Jointly for Life With Remainder to Survivor)

Filed this 22 day

of June, A. D. 1987,

at 2:09 o'clock P. M.,

and recorded in Book 479

Page 1180 Fee, $ 4.00

St. Floyd Dalton

R. M. C. or Clerk Court C. P. & G. S.

Beaufort County, S. C.

Recorded this 30th day

of June, 19 87,

in Book 70 Page 312A

Fee, $

Mary A. Gray/ep

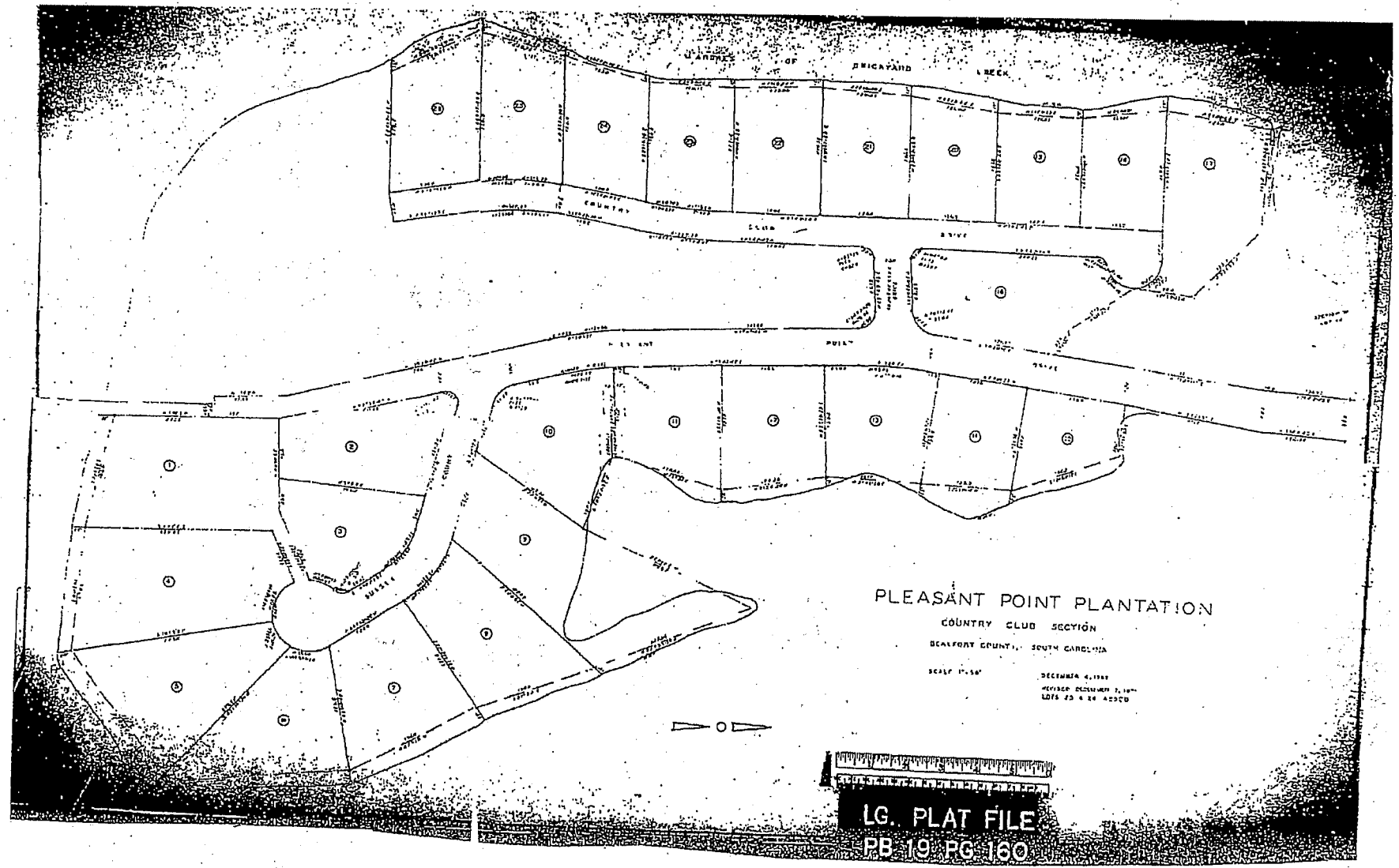
Auditor Beaufort County, S. C.

The R. L. Bryan Company, Columbia, S. C.

1183

RMC
BEAUFORT COUNTY
RECEIVED
'88 JUN 22 PM 2 09

000532


PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
LG. PLAT FILE
PB 19 PG 160

000533

950

3/10 PM 21690 116

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES $ 0
COUNTY $ 825.00 STATE $ 1950.00

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid, for and in consideration of the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 ($750,000.00) DOLLARS, to them in hand paid at and before the sealing of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC., 335 South Pleasant Point Drive, Beaufort, South Carolina 29902 in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever, in fee simple, the real property described on Attachment A hereto.

TOGETHER with all and singular, the rights, members, hereidtaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the premises before mentioned unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever.

The Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said Premises unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
200	9	A	172	

WITNESS our Hands and Seals on June 6 in the year of our Lord one thousand nine hundred ninety-seven (1997) and in the two hundred and twenty-first (221st) year of the sovereignty and independence of the United States of America.

Witness 1)
Witness 2)

FRANK M. DAVIS

JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by the Law Office of J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

****

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within written Title To Real Estate and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on)
June 6, 1997)
J. Thomas Mikell)
Notary Public for South Carolina)
My Commission Expires: ~~April 12, 1999~~)

Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, SCRLS, on May 30, 1997 that is recorded in Plat Book 60 at Page 190 of the RMC Office for Beaufort County, South Carolina; SAVE AND EXCEPT therefrom that parcel located to the immediate west of Lot 1 and 2 which is described on a plat prepared by R. D. Trogdon, Jr., SCRLS, on April 30, 1974 which plat is recorded in Deed Book 248 at Page 455.

This is the same real property conveyed to the Grantors in Deed Book 479 at Page 1180 in the RMC Office for Beaufort County, South Carolina.

Tax District 200 - Map 9A - Parcel 172

AND ALSO, an easement for the right of ingress and egress over and upon that certain 0.20 acre parcel of land which is more specifically described and depicted on that certain plat by R. D. Trogdon, Jr., SCRLS, on June 8, 1987 and recorded in the RMC Office for Beaufort County, S. C. in Deed Book 481 at Page 1881. Both Grantors and Grantees understand that this easement is not to be construed as granting exclusive rights to the Grantees but this easement is to be shared jointly by Grantors and Grantees, their heirs and assigns forever.

These easement rights were conveyed to the Grantors by an Easement recorded in Deed Book 486 at Page 1465 in the RMC Office for Beaufort County, South Carolina.

✓ F: excludes Tomplins

1140 DT6:5

119

FILED
JOHN A. SULLIVAN-RMC
BEAUFORT COUNTY, S.C.

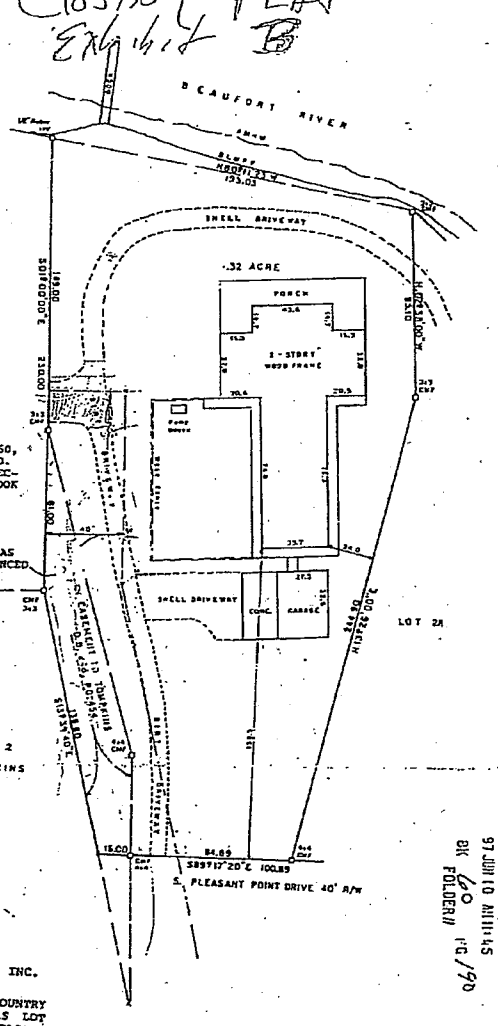
97 JUN 10 AM 11:48 MSL

BK 950 PG 116
FOLDER#

RECORDED THIS 26th DAY
OF June 19 97
IN BOOK AD PAGE 558

Mary B Shay INS
AUDITOR, BEAUFORT COUNTY, S.C.

"Closing Plat"
Exhibit B



VERIFIED EXISTING PARCEL AS SHOWN ON BEAUFORT COUNTY TAX MAP THIS DATE

DATE 10-10-97

Register of Mesne Conveyance

CLOSING PLAT PREPARED FOR

AMERI. HOSPITAL INSURANCE GROUP, INC.

THE "MANOR HOUSE", A PORTION OF COUNTRY CLUB SECTION, SOMETIMES KNOWN AS LOT 29, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION SUBDIVISION AS SHOWN ON A PLAT BY R. D. TRUEDON, JR., DATED DECEMBER 4, 1969, REVISED JUNE 24, 1982 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 30, PAGE 14

THIS PROPERTY IS LOCATED IN ZONE A-11 (ELEV. 13.00) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9/29/86.

PIN#R200-009-00A-0172-0000

0 20' 40' 80' 120'

SCALE 1" = 40' MAY 30, 1997

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA BEAUFORT SURVEYING INC. No. 00183 CERTIFICATE OF AUTHORIZATION

DAVID S. YOUMANS R.L.S. 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (P.O. BOX 1231)
BEAUFORT, SOUTH CAROLINA 29901
(803)524-3261 525-1175

FILED
JOHN F. DRAYMAN-BURT
REGISTER OF MESNE CONVEYANCE
97 JUN 10 AM 11:15
BK 60 PG 19
FOLDER 11

6297BS

22X

ORIGINAL DOCUMENT
POOR CONDITION OR CONTRAST

3/14 21691 950-

120

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that the said FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid for and in consideration of the premises and also in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, to them in hand paid at and before the sealing and delivery of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC.
335 South Pleasant Point Drive, Beaufort, South Carolina 29902
(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever, the real property described on Attachment A hereto.

Same deed

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever so that neither the said FRANK M. DAVIS AND JUDITH M. DAVIS nor their heirs, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Subdivision	Parcel	Block
200	9	A	172	

Witness our hands and seals on June 6 in the year of our Lord one thousand nine hundred and ninety-seven (1997) and in the two hundred and twenty-first (221st) year of the Sovereignty and Independence of the United States of America.

Witness 1)
)
Witness 2)

FRANK M. DAVIS

JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

****

STATE OF SOUTH CAROLINA)
) AFFIDAVIT OF PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within-named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within-written Quit-Claim Deed; and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on)
June 6, 1997)
)
J. Thomas Mikell)
Notary Public for South Carolina)
My Commission Expires: April 12, 1999)

Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation and being described as to metes, courses, bounds, distances and directions on a plat prepared for R. McC. Tompkins on April 30, 1974 by R. D. Trogdon, Jr., SCRLS, which plat is recorded in Deed Book 248 at Page 455 in the RMC Office for Beaufort County, South Carolina.

TAX REF: R200-9A-Portion Parcel 172

1140 DTG:S

123

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

97 JUN 10 AM 11:48 /MAL

BK 950 PG 120
FOLDER#

RECORDED THIS 26th DAY
OF June 19 97
IN BOOK AD PAGE 558

Mary B Leary INP
FOR BEAUFORT COUNTY, S.C.

BK 1367-

63216

1111

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, ROI W. YOUNG AND DYAN M. YOUNG, (hereinafter "Grantors") in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS paid to us at and before the sealing of these presents by ALYON, INC., 1551 Sea Island Parkway, Beaufort, SC 29902, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these present do grant, bargain, sell and release unto said Grantee, Alyon, Inc., its Successors and Assigns, in fee simple, forever, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, R.L.S., dated January 27, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes, bounds, courses and distances, reference is made to the aforementioned plat of record.

The properties described herein are conveyed subject to Restrictive Covenants set forth in the following documents recorded in the Register of Deeds Office for Beaufort County, South Carolina: Deed Book 161 at Page 39; Deed Book 330 at Page 1676; Deed Book 330 at Page 1684; Deed Book 330 at Page 1686 and Deed Book 339 at Page 619.

This being the same property conveyed to the within-named Grantors by Deed of American Hospital Insurance Group, Inc., dated January 22, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1549 and by Deed of Trustees of the Tallahassee Neurological Associates Profit Sharing Plan and Trust, dated January 25, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1543.

This document was prepared by the Law Offices of Frampton L. Harper, II, 704 Prince Street, Beaufort, SC 29902

Tax Map Reference: R200-009-00A-0172-0000 (formerly R200-009-00A-0171-0000; R200-009-00A-0172-0000 and R200-009-00A-0102)

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said

R200-9A-172-0
102

EXHIBIT D-3
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

Grantee, Alyon, Inc., its Successors and Assigns, in fee simple.

AND, we do hereby bind ourselves and our Heirs and Assigns, to warrant and forever defend, all and singular, the premises unto the said Grantee, Alyon, Inc., its Successors and Assigns as hereinabove provided, against us and our Heirs, Successors and Assigns, and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand(s) and seal(s) this 8th day of November in the year of our Lord two thousand, and in the two hundred and twenty-fourth year of the Sovereignty of the United States of America.

Signed, Sealed and Delivered in the presence of

First Witness

Second Witness/Notary

Roi W. Young

Dyan M. Young

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named, Roi W. Young and Dyan M. Young sign, seal, and as their act and deed, deliver the foregoing deed, and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

First Witness

SWORN to and subscribed before me
this 8th day of November, 2000

Notary Public for South Carolina
My commission expires: 3-17-2003

1113

FILED Harper 6733 8365 8414
JOHN A SULLIVAN, JR
R.M.C.
BEAUFORT COUNTY, S.C.
00 NOV -9 AM 9:28
BK PG
FOLDER #

RECORDED
2001 FEB -2 PM 12:35
BK 1367 PG 1111
Sh Q. Burrie
BEAUFORT COUNTY AUDITOR

Harper 6733 8365 8414
FILED
JOHN A SULLIVAN, JR
R.M.C.
BEAUFORT COUNTY, S.C.
00 DEC 28 AM 10:05
BK 1367 PG 1111
FOLDER #

FILED
JOHN A. SULLIVAN-RMC
BEAUFORT COUNTY S.C.
99 FEB -1 PM 4:10
BK 68 PG. 171
FOLDER#

BEAUFORT RIVER

CRITICAL LINE

20' SETBACK FROM CRITICAL LINE

WOOD SEAWALL & CRITICAL LINE

2-STORY WOOD

PUMP HOUSE

WOOD FENCE

LIGHT POLE

LOT 1
TOMPKINS
DEED BOOK 345, PAGE 150
REFERENCE PLAT BY R.D. TRUCHON, JR. DATED DECEMBER 4, 1969, PLAT BOOK 18, PAGE 45.

2.430 ACRES

ASPHALT

GARAGE

SEPTIC TANK

LOT LINE TO BE ABANDONED

LOT 27

PLEASANT POINT DRIVE AS SHOWN ON ABOVE REFERENCED PLAT.

LOT 2
TOMPKINS

LOT LINE TO BE ABANDONED

COUNTRY CLUB DRIVE 40' R/W

SHANCK COURT

(DAK PARCEL 102)
1.487 AC.

PLEASANT POINT DRIVE 50' R/W

AS SHOWN ON PLAT

ASPHALT PAVEMENT

BOUNDARY & TREE SURVEY
PREPARED FOR

ROI W. YOUNG & DYAN M. YOUNG
A PORTION OF COUNTRY CLUB SECTION
PLEASANT POINT PLANTATION
BEAUFORT COUNTY SOUTH CAROLINA

NO.	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

NO.	BEARING	DISTANCE	ARC	TANGENT	CHORDING	CHORD
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS LOCATED IN ZONE A-11 EL. 13.00 AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER [illegible] DATED 9/29/86.

PIN: R200-008-004-0171-0000
R200-008-004-0172-0000
R200-008-004-0103-0000

0 30' 60' 120' 180'

SCALE 1" = 60'

JANUARY 27, 1999

SOUTH CAROLINA
BEAUFORT SURVEYING INC.
No. 00188
CERTIFICATE OF AUTHORIZATION

DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (PO BOX 1231)
BEAUFORT, S.C. 29901
PHONE (843) 524-2281 FAX-1176

000546

7/10 16
28 36

Tri Young

BEAUFORT COUNTY SC - ROD
BK 01477 PG 0507
FILE NUM 2001060115
RECORDING FEES 10.00
RECORDED BY S SMITH RCPT# 20473
RECORDED 09/27/2001 03:36:30 PM

RECORDED
2001 Oct -30 02:18 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed of Roi W. Young and Dyan M. Young dated November 8, 2000, and recorded December 28, 2000, in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1367 at Page 1111.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantees' Address: **335 Pleasant Point Drive, Beaufort, SC 29902**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Roi W. Young** and **Dyan M. Young**, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 10/29/2001 05:28:25 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

CHANGE DMP Record 10/29/2001 05:27:23 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

01-0863 Young

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 20th day of September in the year of our Lord **two thousand one** and in the **two hundred and twenty-sixth** year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

ALYON, INC.

By: _____ {L.S.}
Roi W. Young, President

By: _____
Dyan M. Young, Secretary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Alyon, Inc.**, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
20th day of September 2001.

_____ (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 01-0863

to: Alyon

2/10 pd 2836

BEAUFORT COUNTY SC - ROD
BK 01477 PG 0531
FILE NUM 2001060117
RECORDING FEES 10.00
RECORDED BY S SMITH RCPT# 20473
RECORDED 09/27/2001 03:36:30 PM

RECORDED
2001 Oct -30 02:18 PM
Sharon O. Burris
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

> ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.
>
> This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.
>
> This being the same property conveyed to the within named Grantor by Deed of Alyon, Inc., dated September 20, 2001, and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 507
>
> This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

CHANGE DMP Record 10/29/2001 05:30:15 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

Tax Map #: 200-9A-172

Grantee's Address: **1551 Sea Island Parkway, Beaufort, SC 29902**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

01-0863 Young

WITNESS our Hands and Seals this **20th** day of **September** in the year of our Lord **two thousand one** and in the **two hundred and twenty-sixty** year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

Roi W. Young (L.S.)

Dyan M. Young (L.S.)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Roi W. Young** and **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
20th day of September, 2001.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 01-0863

BEAUFORT COUNTY SC - ROD
BK 01661 PG 1525
FILE NUM 2002074389
RECORDING FEES 10.00
REC'D BY B BING RCPT# 94056
REC'D 11/08/2002 02:30:38 PM

RECORDED
2002 Dec -18 09:08 AM
Sharon Q. Burris
BEAUFORT COUNTY AUDITOR

2/10 RB Logan 1973

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded November 27, 2001 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at page 531.

Tax Map Ref: 200-9A-172

Grantees' Address: 335 Pleasant Point Drive, Beaufort, SC 29902

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Roi W. Young and Dyan M. Young, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 12/12/2002 05:33:11 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 12/12/2002 05:33:32 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 30th day of October, 2002.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

2nd Witness

ALYON, INC.,

By: _____ {L.S.}
Roi W Young, President

By: _____
Dyan M. Young, Secretary

STATE OF South Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
30th day of October, 2002.

_____ (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 02-0766

2U
10.
Logan
8715

BEAUFORT COUNTY SC - ROD To Alyon
BK 01663 PG 1443
FILE NUM 2002075312
RECORDING FEES 10.00
REC'D BY C SEABROOK RCPT# 95276
REC'D 11/13/2002 02:25:59 PM

RECORDED
2002 Dec -18 09:10 AM
Thomas G. Bunis
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded November 27, 2001 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 507.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map #: 200-9A-172

Grantee's Address: **1551 Sea Island Parkway, Beaufort, SC 29907**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Alyon, Inc., its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Alyon, Inc., its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

ADD DMP Record 12/12/2002 05:44:50 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 12/12/2002 05:45:00 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

WITNESS our Hands and Seals this 7th day of ~~October~~ November, 2002.

Signed, Sealed And Delivered
In The Presence Of:

1st Witness

Roi W. Young {L.S.}

2nd Witness

Dyan M. Young {L.S.}

STATE OF South Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Roi W. Young** and **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 7th day of ~~October~~ November, 2002.

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

WITNESS (*Not Notary*)

File # 02-0766

3 PB
10 Loan
3040

To the Youngs

RECORDED
2003 Jan -22 03:31 PM
Shan Q. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01685 PG 2108
FILE NUM 2002085277
12/23/2002 04:53:20 PM
REC'D BY P BAXLEY RCPT# 106714
RECORDING FEES 10.00

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1661 at Page 1525.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantees' Address: **335 Pleasant Point Drive, Beaufort, SC 29907**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Roi W. Young** and **Dyan M. Young**, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 1/22/2003 02:34:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 1/22/2003 02:34:46 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

Young 07

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 16th day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Betty V. Cottman
1st Witness

Penny Brown
2nd Witness

ALYON, INC.,

By: Dyan M. Young (L.S.)
Dyan M. Young, Secretary

STATE OF S. Carolina)
) PROBATE
COUNTY OF Beaufort)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Betty V. Cottman
WITNESS/(*Not Notary*)

Sworn to before me this
16th day of December, 2002.

Penny Brown (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 08/28/04

File # 02-1160

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Roi W. Young** and **Dyan M. Young**, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 13 day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Marguerita M. Lanoo
1st Witness (Not Notary)

Andrea R Ames
2nd Witness (Notary)

ALYON, INC.,

By: _____{L.S.}
Roi W Young, President

STATE OF FLORIDA)
) PROBATE
COUNTY OF Pinellas)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
13th day of December, 2002.

ANDREA R AMES (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 3/31/05

File # 02-1160

Marguerita M. Lanoo
WITNESS (*Not Notary*)

Andrea R Ames
Personally Known to me

Andrea R. Ames
Commission # DD 002866
Expires March 31, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

to Alyon

3/10 PB
Logan
13090

RECORDED
2003 Jan -22 03:32 PM
Sharon Q. Burris
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01685 PG 2122
FILE NUM 2002085279
12/23/2002 04:53:20 PM
REC'D BY P BAXLEY RCPT# 106714
RECORDING FEES 10.00

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 ($.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded December ____, 2002 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book _____ at Page _____.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantee's Address: **1551 Sea Island Parkway, Beaufort, SC 29907**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Alyon, Inc.**, its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

ADD DMP Record 1/22/2003 02:36:01 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	090	00A	0172	0000	00

ADD DMP Record 1/22/2003 02:36:23 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

WITNESS our Hands and Seals this 23rd day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Patty V. Lottyman
1st Witness (Not Notary)

Dyan Young {L.S.}
Dyan M. Young

2nd Witness (Notary)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named **Dyan M. Young** Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
23rd day of December, 2002.

Patty V. Lottyman
WITNESS (*Not Notary*)

(L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 08/23/04

File # 02-1160

WITNESS our Hands and Seals this 23rd day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Marguerita M. Navas
1st Witness (Not Notary)

Roi W. Young {L.S.}

Andrea R. Ames
2nd Witness (Notary)

STATE OF FLORIDA)
) PROBATE
COUNTY OF Pinellas)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Roi W. Young Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Marguerita M. Navas
WITNESS (*Not Notary*)

Sworn to before me this
23rd day of December, 2002.

Andrea R. Ames (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 3/31/05

File # 02-01160

Andrea R. Ames
Commission # DD 002866
Expires March 31, 2005

RECORDED
2009 Sep -15 08:40 AM
Sharon Q. Burris
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

JPMorgan Chase Bank, National Association as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA

Plaintiff,

vs.

Alyon, Inc., First National Bank of Florida, Sea Island Air, Inc., OCS Doors, LLC, Pleasant Point Property Owners Association, Inc.,

Defendant(s).

IN THE COURT OF COMMON PLEAS
DOCKET NO. 2009-CP-07-0076

ADD DMP Record 9/14/2009 12:55:19 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	W
R200	009	00A	0172	0000	0

TITLE UNDER
ORDER OF COURT

BEAUFORT COUNTY SC- ROD
BK 02874 PGS 1552-1556
DATE: 07/29/2009 03:21:28 PM
INST # 2009045191 RCPT# 592060

ADD DMP Record 9/14/2009 12:58:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR whom the same may in anywise concern, I, Marvin H. Dukes, III, Master in Equity of the County of Beaufort in the said State, send greeting:

WHEREAS, JPMorgan Chase Bank, National Association as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, on or about 1/9/2009, did exhibit its Complaint in the Court of Common Pleas in the County of Beaufort and state aforesaid against Alyon, Inc., et al., and the cause being at issue before the Honorable Court came on to be heard on , when the said Court, after a full hearing thereof, and mature deliberation in the premises, did order, adjudge and decree that the real property hereinafter mentioned and described, should be sold at public auction by the Master in Equity for Beaufort County on the terms and for the purposes mentioned in said Decretal Order, as by reference thereto, on file in the said Court, will appear; and the said Master in Equity, after having duly advertised the said real property for sale by public outcry, on **July 6, 2009** did then openly, publicly and according to the custom of auction, sell and dispose of the said real property below described unto JP Morgan Chase Bank,

WESTON ADAMS
ATTORNEY AT LAW
POST OFFICE BOX 291
COLUMBIA, SOUTH CAROLINA 29202

National Association, its successors and assigns, for $500.00, being at that price the highest bidder for same.

NOW, KNOW ALL MEN that I, the said Master, in consideration of the premises and also in consideration of the sum of $500.00, paid me by the said JP Morgan Chase Bank, National Association, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JP Morgan Chase Bank, National Association, its successors and assigns:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmas, RLS, dated January 27, 1999, and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to Roi W. Young and Dyan M. Young by deed of Alyon, Inc. recorded November 8, 2002 in Deed Book 1661 at page 1527. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded November 13, 2002 in Deed Book 1663 at page 1443. Thereafter Alyon, Inc. conveyed said property to Roi W. Young and Dyan M. Young by deed recorded December 23, 2002 in Deed Book 1685 at page 2108. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded December 23, 2002 in Deed Book 1685 at page 2122.

Grantee's Address
JP Morgan Chase Bank, National Association
7255 Baymeadows Way
Jacksonville, FL 32256

TMS NO. R200 009 00A 0172 0000

TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever to the said JP Morgan Chase Bank, National Association, its successors and assigns, belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, dower, possession, property, benefit, claim and

demand whatsoever, both at law and in equity, of the said Alyon, Inc., et al. and of all parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or either of them.

TO HAVE AND TO HOLD the said real property, with its hereditaments, privileges and appurtenances unto the said JP Morgan Chase Bank, National Association, its successors and assigns forever.

IN WITNESS WHEREOF, I, the said Master in Equity, under and by virtue of the said Decree, have hereunto set my Hand and Seal at Beaufort, South Carolina, this 20th day of July, in the year of our Lord two thousand and nine, and in the two hundred and thirty-second year of the Sovereignty and Independence of the United States of America.

Marvin H. Dukes, III
Master in Equity

SEALED AND DELIVERED IN THE PRESENCE OF:

Heather H. McLeod
Priscilla L Stewart
WITNESSES

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

I, Priscilla L Stewart a Notary Public for the State of South Carolina, do hereby certify that Marvin H. Dukes, III, as Master in Equity personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 20 day of July, 2009.

Priscilla L Stewart
Notary Public for South Carolina
My Commission Expires: 3/29/2012

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR EXEMPT TRANSFERS
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at 335 Pleasant Point Drive Beaufort. South Carolina 29902, bearing Beaufort County Tax Map Number R200 009 00A 0172 0000 was transferred by Master in Equity/Special Referee to JP Morgan Chase Bank, National Association on July 6, 2009.

3. The deed is exempt from the deed recording fee because: #13 transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check: Yes ____ Or No _____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for the Plaintiff.

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Responsible Person Connected with the Transaction

Weston Adams Law Firm

SWORN to before me this
27 day of July, 2009

Notary Public for SC
My Commission expires:01/10/2018

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership where persons are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid for or to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

4
10 PB
Service Link
1327

BEAUFORT COUNTY SC - ROD
BK 02938 PGS 0589-0592
FILE NUM 2010011598
03/05/2010 12:10:59 PM
REC'D BY P BAXLEY RCPT# 610521
RECORDING FEES 10.00
County Tax 816.75
State Tax 1,930.50

RECORDED
2010 May -17 01:20 PM
Sharon G. Burris
BEAUFORT COUNTY AUDITOR

Commitment Number: 2003058
Seller's Loan Number: 0601550320

After Recording Return To:

ServiceLink Hopewell Campus
4000 Industrial Boulevard
Aliquippa, PA 15001
(800) 439-5451

This instrument prepared by: Michael H. Warren, Attorney at Law, LLC, PO Box 160146, 2121 Boiling Springs Rd. Boiling Springs, SC 29316 and by Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 7367A E. Kemper Road, Cincinnati, Ohio 45249 (513) 247-9605 Fax: (866) 611-0170 without search or certification of title, legal description and names provided by the parties hereto.

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER R200-009-00A-0172-0000

State of South Carolina	)	**SPECIAL/LIMITED WARRANTY DEED**
	)	
County of Beaufort	)	

JPMorgan Chase Bank, National Association, whose mailing address is **7301 Baymeadows Way 2nd Floor, Jacksonville FL 32256, Mail Code: FL5-7317**, hereinafter grantor, for $742,500.00 (Seven Hundred and Forty-Two Thousand Dollars and Five Hundred Dollars and no Cents) in consideration paid, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, with covenants of limited warranty to **Keith A. Guest** and **Stephanie C. Guest,*** hereinafter grantees, whose tax mailing address is **335 PLEASANT POINT DR., BEAUFORT SC 29907-1164**, the following real property:
*husband and wife

All that certain parcel of land situated on Lady's Island, County of Beaufort, State of South Carolina, being known and designated as follows: Consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record. This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina. Being the same property as conveyed from Roi W. Young and Dyan M. Young to Alyon, Inc., as described in Deed Book 1685 Page 2122, Dated 12/23/2002, Recorded 12/23/2002 in BEAUFORT County Records. Tax/Parcel ID: R200-009-00A-0172-0000 Tax Map: 200-9A-172 Property Address is: 335 PLEASANT POINT DR BEAUFORT SC 29907-1164

Prior instrument reference: **20099-CP-07-0076** Bk 2874 Pg 1552 recorded 9.14-09

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

Exceptions: The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantees forever.

Executed by the undersigned on Jan. 28, 2010:

JPMorgan Chase Bank, National Association

By: Brenda Oxford

Brenda Oxford

Its: Vice President

Witness Grantor's hand this 28 day of Jan., 2010

Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

Witness (signature on above line) — Devon D. Mischler, Printed Name

Witness (signature on above line) — Jill Kelsey, Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on Jan. 28, 2010 by Brenda Oxford its Vice President on behalf of **JPMorgan Chase Bank, National Association**, who is personally known to me or has produced Known as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public M. Rachael Singleton

my comm exp: 7-24-2010

NOTARY PUBLIC-STATE OF FLORIDA
M. Rachael Singleton
Commission # DD577292
Expires: JULY 24, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Mail tax statements to: Keith A Guest and Stephanie C Guest 335 Pleasant Point Dr Beaufort SC 29907

STATE OF PA)
COUNTY OF Beaver)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at 335 Pleasant Point Dr Beaufort SC 29907 bearing Beaufort County Tax Map Number R 200-009-00A-0172-00 was transferred by JP Morgan Chase Bank National Association to Keith A Guest and Stephanie C Guest on 1-28-2010.

The transaction was (Check one):

X An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $ 742500.00 *.

_____ **Not** an arm's length real property transaction and the fair market value of the property is $ _____ *.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is (See back of affidavit.):

_____

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: agent Deborah Kiss

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Deborah Kiss agent
Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction
Deborah Kiss

SWORN to before me this 2 day of March, 2010.

Sharon R. Glaab
Notary Public for _____
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon R. Glaab, Notary Public
Hopewell Twp., Beaver County
My Commission Expires Feb. 2, 2012
Member, Pennsylvania Association of Notaries

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on after the transfer

5078

1132
1549

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF BEAUFORT)

KNOWN all Men by these Presents, that, American Hospital Insurance Group, Inc., hereinafter the "Grantor") in the State aforesaid, for and in consideration of NO DOLLARS ($.00) to it paid by Roi W. Young and Dyan M. Young (hereinafter the "Grantees"), whose address is 335 Pleasant Point Drive, Beaufort, South Carolina 29902, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Roi W. Young and Dyan M. Young as joint tenants with the rights of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property to wit:

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, RLS dated May 30, 1997 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 60 at Page 190.

This is the same property conveyed to the within Grantor by Deed recorded June 22, 1987 in Book 479 at Page 180, Deed recorded June 10, 1997 in 950 at Page 116 and by Quit Claim deed recorded in Book 950 at Page 120 of the Register of Deed Office for Beaufort County, South Carolina.

Beaufort County Tax Map Reference: District 200; Map 9A; Parcel 172

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation directions on a plat prepared by R. D. Trogdon, Jr. RLS dated April 30, 1974 and recorded in Deed Book 248 at Page 454 of the said Beaufort County records.

Beaufort County Tax Map Reference: District 200; Map 9A; Parcel 172 Portion

R200-9A-172-0

Subject to those restrictions and easements as set forth in those instruments recorded in the said Beaufort County records.

This instrument was prepared by Henri Ann Logan, Attorney, Post Office Box 1008, Beaufort, South Carolina 29901.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said ***Roi W. Young and Dyan M. Young,*** *as joint tenants with the rights of survivorship and not as tenants in common, Grantee's heirs and assigns, forever, in fee simple.*

AND ***American Hospital Insurance Group, Inc.,*** *does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantees, as hereinabove provided, against itself and its successors and assigns lawfully claiming, or to claim the same, or any part thereof.*

Witness my Hand and Seal this 22nd day of January, 1999.

Signed, Sealed and Delivered in the presence of: *AMERICAN HOSPITAL INSURANCE GROUP, INC.*

1ST WITNESS

Roy W. Young, President and Sole Officer

NOTARY

STATE OF SOUTH CAROLINA)
) *PROBATE*
COUNTY OF BEAUFORT)

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named American Hospital Insurance Group, Inc. as its act and deed, sign, seal and deliver the within written Deed, and that he/she with the other witness subscribed above witnessed the execution thereof.

1ST WITNESS

Sworn to before me this 22nd day of January, 1999.

Notary Public for S. Carolina
My Commission Expires 08-23-04

LOGAN 6726
6733

1552

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

99 FEB -1 PM 4:11 /MAC

BK 1132 PG 1549
FOLDER#

RECORDED THIS 5 DAY
OF March 1999
IN BOOK AF PAGE 122
Sharon P. Burrell
AUDITOR, BEAUFORT COUNTY, S.C.

1184

Revenue Stamps
Collected
1520

Beaufort County, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That We, ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, to us paid by J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, 1401 Centerville Road, Suite 300, Tallahassee, Florida 32308, in the State aforesaid (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, HIS SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is the same property conveyed to Robert Lewis White and Lewis Griffin White, Jr. by deed of William F. Jones Properties, Inc. dated October 29, 1986, and recorded in Deed Book 462 at Page 1274 in the R.M.C. Office of Beaufort County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the

[illegible] TAX MAP REFERENCE

Dist	Map	Subdiv	Parcel	Block
200	9A		103 & 111	

EXHIBIT D-4
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987, a copy of which is attached hereto and made a part hereof.

The above two parcels are the same property conveyed to the within Grantors by deed of William S. Howard and William F. Jones dated October 29, 1986, and recorded in Deed Book 462 at Page 1269 in the R.M.C. Office of Beaufort County, South Carolina, as corrected by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 13, 1987, and recorded in Deed Book 477 at Page 1145 in the R.M.C. Office of Beaufort County, South Carolina.

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises, or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or his successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His Successors and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His

Successors and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 19th day of June in the year of our Lord one thousand nine hundred and eighty-seven and in the two hundredth and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ROBERT LEWIS WHITE

LEWIS GRIFFIN WHITE, JR.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Robert Lewis White, and Lewis Griffin White, Jr. by Robert Lewis White, his attorney-in-fact, sign, seal and as their act and deed, deliver the within-written Deed, and that s/he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me, this 19th
day of June, 1987.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/16/87

RECORDED THIS 30th
DAY OF June 1987
IN BOOK T PAGE 312A
FEES, $
Mary A. Graylor
AUDITOR, BEAUFORT COUNTY, S. C.

229 477
JUN 22 1987 1:14
REGISTER OF MESNE CONVEYANCE

1878 1184

Revenue Stamps

This deed is being re-recorded as the plat referenced to be attached to the deed was not attached to the deed when originally recorded.

KNOW ALL MEN BY THESE PRESENTS, That We, ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, to us paid by J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, 1401 Centerville Road, Suite 300, Tallahassee, Florida 32308, in the State aforesaid (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, HIS SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is the same property conveyed to Robert Lewis White and Lewis Griffin White, Jr. by deed of William F. Jones Properties, Inc. dated October 29, 1986, and recorded in Deed Book 462 at Page 1274 in the R.M.C. Office of Beaufort County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Subdiv	Parcel	Block
200	9A		102 & 171	

000577

original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987, a copy of which is attached hereto and made a part hereof.

The above two parcels are the same property conveyed to the within Grantors by deed of William S. Howard and William F. Jones dated October 29, 1986, and recorded in Deed Book 462 at Page 1269 in the R.M.C. Office of Beaufort County, South Carolina, as corrected by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 13, 1987, and recorded in Deed Book 477 at Page 1145 in the R.M.C. Office of Beaufort County, South Carolina.

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises, or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or his successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His Successors and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His

Successors and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 19th day of June in the year of our Lord one thousand nine hundred and eighty-seven and in the two hundredth and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ROBERT LEWIS WHITE

LEWIS GRIFFIN WHITE, JR.
by:

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Robert Lewis White, and Lewis Griffin White, Jr. by Robert Lewis White, his attorney-in-fact, sign, seal and as their act and deed, deliver the within-written Deed, and that s/he with the other witness subscribed above witnessed the execution thereof.

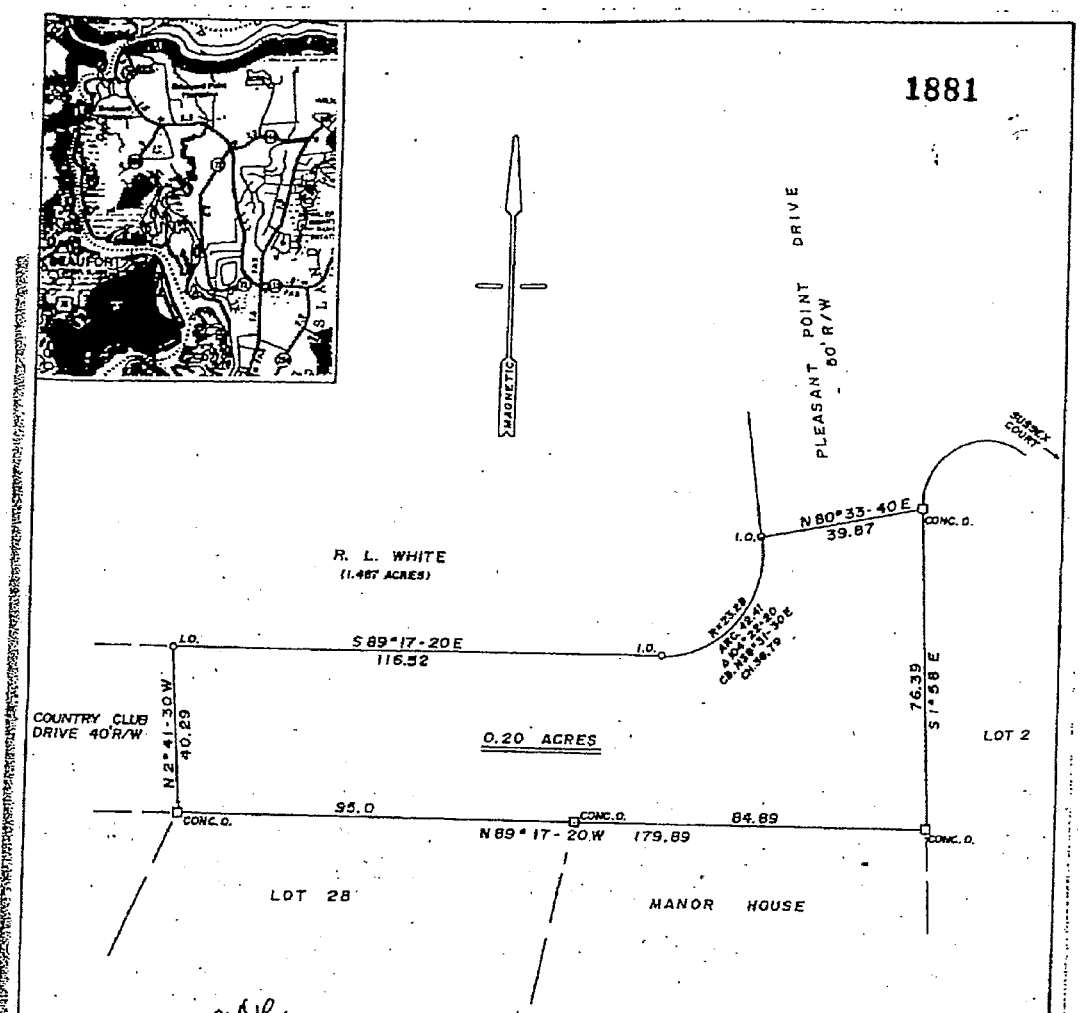
SWORN TO before me, this 19th
day of June, 1987.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/16/87

RECORDED THIS 30th
DAY OF June 1987
IN BOOK T PAGE 312A
FEES, $
AUDITOR, BEAUFORT COUNTY, S. C.

JUN 22 1987
REGISTER OF MESNE CONVEYANCE

1881



RECORDED THIS 24th DAY OF July 19 87 IN BOOK T PAGE 379 FEES $ Mary Ann Graybows AUDITOR, BEAUFORT COUNTY, S. C.

PLAT PREPARED FOR

ROBERT LEWIS WHITE

A PORTION OF

COUNTRY CLUB SECTION

PLEASANT POINT PLANTATION SUBDIVISION

BEAUFORT COUNTY SOUTH CAROLINA

FILED AT 3:42 P.M. JUL 27 1987 BK. 48 PG. 187 S. Floyd Dalton REGISTER OF MESNE CONVEYANCE

THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, ZONE A11 (EL. 13).

0 30' 60' 90'

SCALE 1" = 30'

JUNE 8, 1987

R. D. TROGDON, JR., RLS 2712
P. O. BOX 612, 1613 BAY STREET
BEAUFORT, SOUTH CAROLINA 29901
TELEPHONE (803) 524-3261

6227

10.00

1040

36

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that E. J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, to me paid by TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, 1401 Centerville Rd. Suite 300, Tallahassee, Florida, in the State aforesaid (the receipt and sufficiency of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, THEIR SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit: For the Benefit of Frank M. Davis 7/13/91

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, last revised on June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987.

This is the same property conveyed to the within Grantor by deed of Robert Lewis White and Lewis Griffin White, Jr. recorded in Deed Book 479 at Page 1184 in the R.M.C. Office of Beaufort County, South Carolina.

*** IMPORTANT ***
Your tax bill will be sent to the address shown on this deed. Please contact the Assessor's office if you have a change of address. (803) 525-7296

ATTENTION HOMEOWNER:
YOU MAY QUALIFY FOR A LOWER TAX RATE ON YOUR PRIMARY RESIDENCE. PLEASE APPLY TO THE COUNTY ASSESSOR'S OFFICE PRIOR TO MAY 1st IF YOU QUALIFY.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	171,102	

000581

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina, and to that certain Easement as set forth Deed Book 486 at Page 1465 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises, or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or a successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

At the request of the parties, this deed was prepared by Carl C. Hendricks, Jr., P. O. Drawer 729, Beaufort, South Carolina 29901, without benefit of title examination and without title certification.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, their Successors and Assigns forever.
For the Benefit of Frank M. Davis

And I do hereby bind myself and my Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, their Successors and Assigns, against me and my Successors and against
For the Benefit of Frank M. Davis
every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal, this 13th day of March, 1991.

WITNESSED BY:

Glenda C. Kelly

Jenny H. Crowley

J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT

STATE OF FLORIDA)
COUNTY OF LEON)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named J. True Martin as Trustee of Tallahassee Neurological Clinic, P.A., Restated Money Purchase Pension Plan and Trust Agreement, sign, seal and as his act and deed, deliver the within-written Instrument and that s/he with the other witness witnessed the execution thereof.

Glenda C. Kelly

SWORN TO before me, this 13th day of MARCH, 1991.

Jenny H. Crowley (SEAL)
NOTARY PUBLIC FOR FLORIDA
My Commission Expires:

RECORDED THIS 23rd DAY OF July 1991 IN BOOK X PAGE 481

FEES, $

Mary N. Stacy

AUDITOR, BEAUFORT COUNTY, S. C.

FILED AT 11:54 O'CLOCK A.M. JUL 10 1991 BEAUFORT COUNTY S.C. RECORDED IN 579 PAGE 36

REGISTER OF MESNE CONVEYANCES

5/18 5077

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED 1543
TRANSFER FEES $ 0
COUNTY $ 253.00 STATE $ 596.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

TAX DISTRICT 200 - MAP 9A - PARCEL 102 AND PARCEL 171

KNOW ALL MEN BY THESE PRESENTS, that TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, in the State aforesaid, for and in consideration of the sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 ($230,000.00) DOLLARS, to it in hand paid at and before the sealing of these presents by ROI W. YOUNG AND DYAN M.YOUNG, 335 Pleasant Point Dr., Beaufort, SC 29902, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said ROI Y. YOUNG AND DYAN M. YOUNG as joint tenants (not as tenants in common) until the death of either of them, and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of the survivor forever, in fee simple, the real property described on Attachment A hereto.

TOGETHER with all and singular, the rights, members, hereidtaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said ROI W. YOUNG AND DYAN M. YOUNG as joint tenants (not as tenants in common) until the death of either of them, and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of the survivor forever, in fee simple.

The Grantor does hereby bind itself, its Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said ROI W. YOUNG AND DYAN M. YOUNG as hereinabove provided against themselves and their successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

R 200-9A - 102-C
171

WITNESS its Hand and Seal on January 25, 1999 and in the two hundred and twenty-second (222nd) year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

(2) Patty L. Grimes
Witness 1

(3) Jenny H. Crowley
Witness 2

(1) By: James True Martin, M.D.

(12) By: Winston Ortiz, M.D.

(14) By: Ricardo Ayala, M.D.

(16) By: Fred Q. Vroom, M.D.

(18) By: Mark J. Cuffe, M.D.

****

STATE OF FLORIDA)
COUNTY OF Leon)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me (2) Patty L. Grimes (as Witness 1) and made oath that s/he was the within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by James True Martin, M.D., Winston Ortiz, M.D., Ricardo Ayala, M.D., Fred Q. Vroom, M.D. and Mark J. Cuffe, M.D., seal and as its act and deed, deliver the within written Title To Real Estate and that s/he with (3) Jenny H. Crowley (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999

(3) Jenny H. Crowley
Notary Public for Florida
My Commission Expires

Jenny H. Crowley
MY COMMISSION # CC 31471 EXPIRES
December 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

(2) Patty L. Grimes
Signature of Witness 1

WITNESS its Hand and Seal on January 25, 1999 and in the two hundred twenty-second (222nd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

(2) Karen G. Allen
Witness 1

(1) By: [signature]
William Kohler, M.D.

(3) James H Rhoades
Witness 2

****

STATE OF MONTANA)
COUNTY OF yellowstone)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me (4) Karen Allen (as Witness 1) and made oath that he/she saw the within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by William Kohler, M.D. as Trustee, sign, seal and as its act and deed, deliver the within written Title To Real Estate and that he/she with (5) JAMES H RHOADES (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999

(7) James H Rhoades
Notary Public for ~~Florida~~ Montana
My Commission Expires:
My Commission Expires Jan. 25, 2002
(James H. Rhoades)

(6) Karen G. Allen
Signature of Witness 1

WITNESS its Hand and Seal on January 25, 1999 and in the two hundred twenty-second (222nd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Janis D. Cook
Witness 1

Libby W. Jennings
Witness 2

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

By: Frank M. Davis, M.D.

****

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Janis D. Cook (as Witness 1) and made oath that he/she saw the within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by Frank M. Davis, M.D., as Trustee, sign, seal and as its act and deed, deliver the within written Title To Real Estate and that he/she with Libby W. Jennings (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999

Libby W. Jennings
Notary Public for South Carolina
My Commission Expires: 06/18/2007

Janis D. Cook
Signature of Witness 1

ATTACHMENT A

ALL that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina, being particularly shown and described as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat of the Country Club Section of Pleasant Point Plantation made by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, last revised on June 24, 1982, and recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 30 at Page 141.

AND ALSO, that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina containing 1.487 acres, more or less, and being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986 and recorded in the RMC Office for Beaufort County, South Carolina in Deed book 462 at Page 1271. For a more complete description of said 1.487 acres, reference may be had to the above referred to plat of record.

AND ALSO, that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina containing 0.20 acres which is specifically described on the plat prepared by R. D. Trogdon, Jr., SCRLS, on June 8, 1987 and recorded in Deed Book 481 at Page 1881 in the RMC Office for Beaufort County, South Carolina.

The above three parcels are the same property conveyed to the Trustees of the Tallahassee Neurological Associates Profit Sharing Plan and Trust, for the benefit of Frank M. Davis by deed of J. True Martin, as Trustee of Tallahassee Neurological Clinic, P.A., Restated Money Purchase Pension Plan and Trust Agreement, which deed was recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 579 at Page 36 on July 10, 1991.

The properties described herein are conveyed subject to Restrictive Covenants set forth in the following documents recorded in the RMC Office for Beaufort County, South Carolina: Deed Book 161 at Page 39; Deed Book 330 at Page 1676; Deed Book 330 at Page 1684; Deed Book 330 at Page 1686; and Deed Book 339 at Page 619.

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by the Law Office of J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

FILED
SULLIVAN-BNE
BEAUFORT S.C.

99 FEB -1 PM 4:11

BK. 1132 PG 1543
FOLDER#

RECORDED THIS 5 DAY
OF March 1999
IN BOOK AF PAGE 122
Sharon O. Burrell
AUDITOR, BEAUFORT COUNTY, S.C

GAN
6724
6733

1548

EXHIBIT P-5
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

MARSHES OF BROCKTAIL CREEK

LAKE 3
13 ± ACRES

SECTION 30
SECTION 29

REVISIONS
① REVISED APRIL 29, 1974 TO SHOW TIES TO LOTS 1-7 ON PRIVATE DRIVE & LOTS 30-32 ON BARNWELL DRIVE

LG. PLAT FILE
PB 22 PG. 109

PART
2

PLEASANT POINT PLANTATION

A PARTNERSHIP

PENDLEY — PENDLEY — BRANNING

BEAUFORT COUNTY
SOUTH CAROLINA

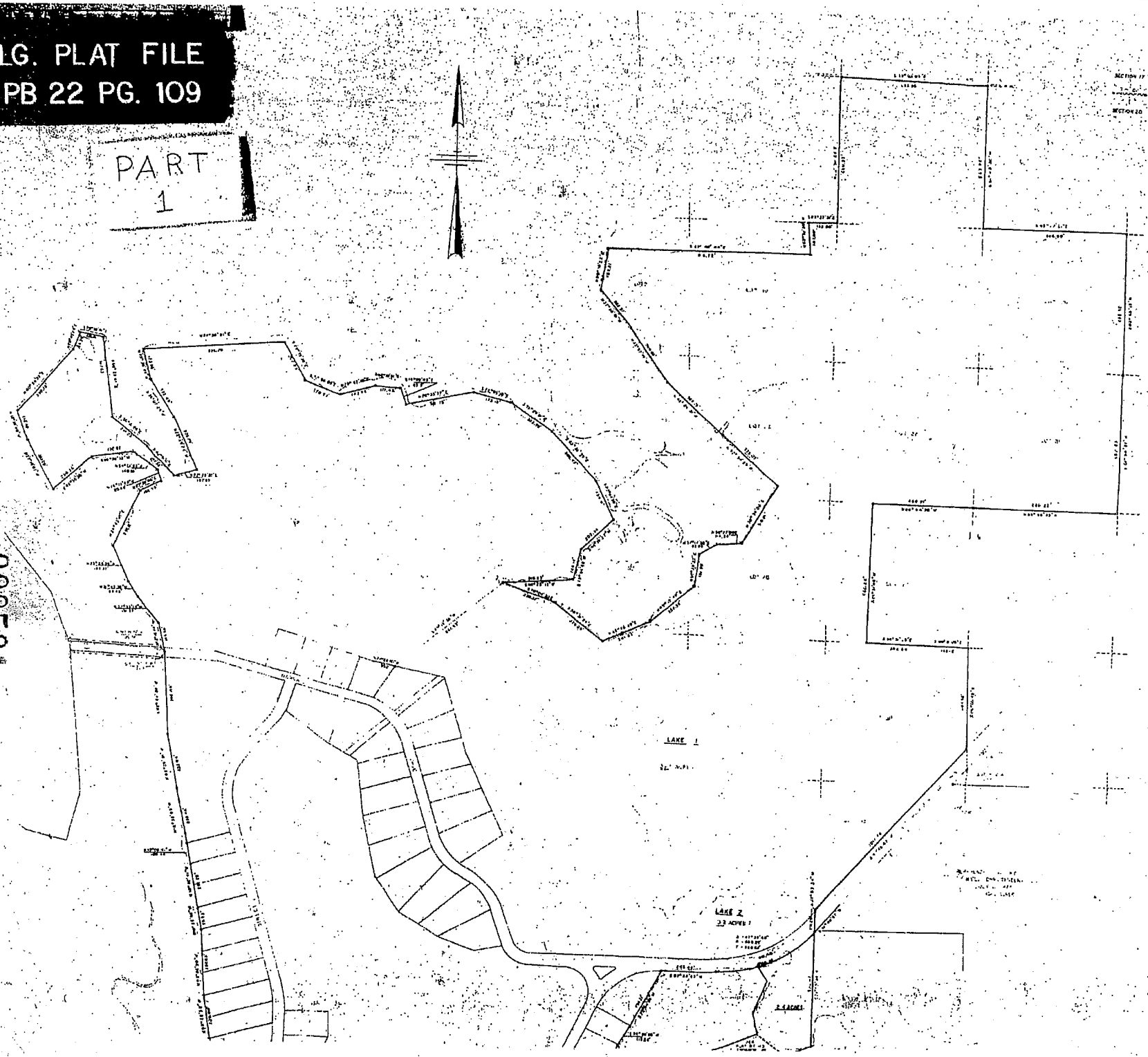
BOUNDARY (INCLUDES LAKES 1 & 2)	513.8	ACRES
BOUNDARY TO MHW	78.1	
PLAT BY R.D. TROGDON JR	3.7	
	525.3	ACRES
LAKES 1 & 2	245.3	ACRES
LAKE 3	13.1	ACRES

FULL PRECISION OF DRAWING [illegible]
[illegible]

0005 90

LG. PLAT FILE
PB 22 PG. 109

PART
1



000591

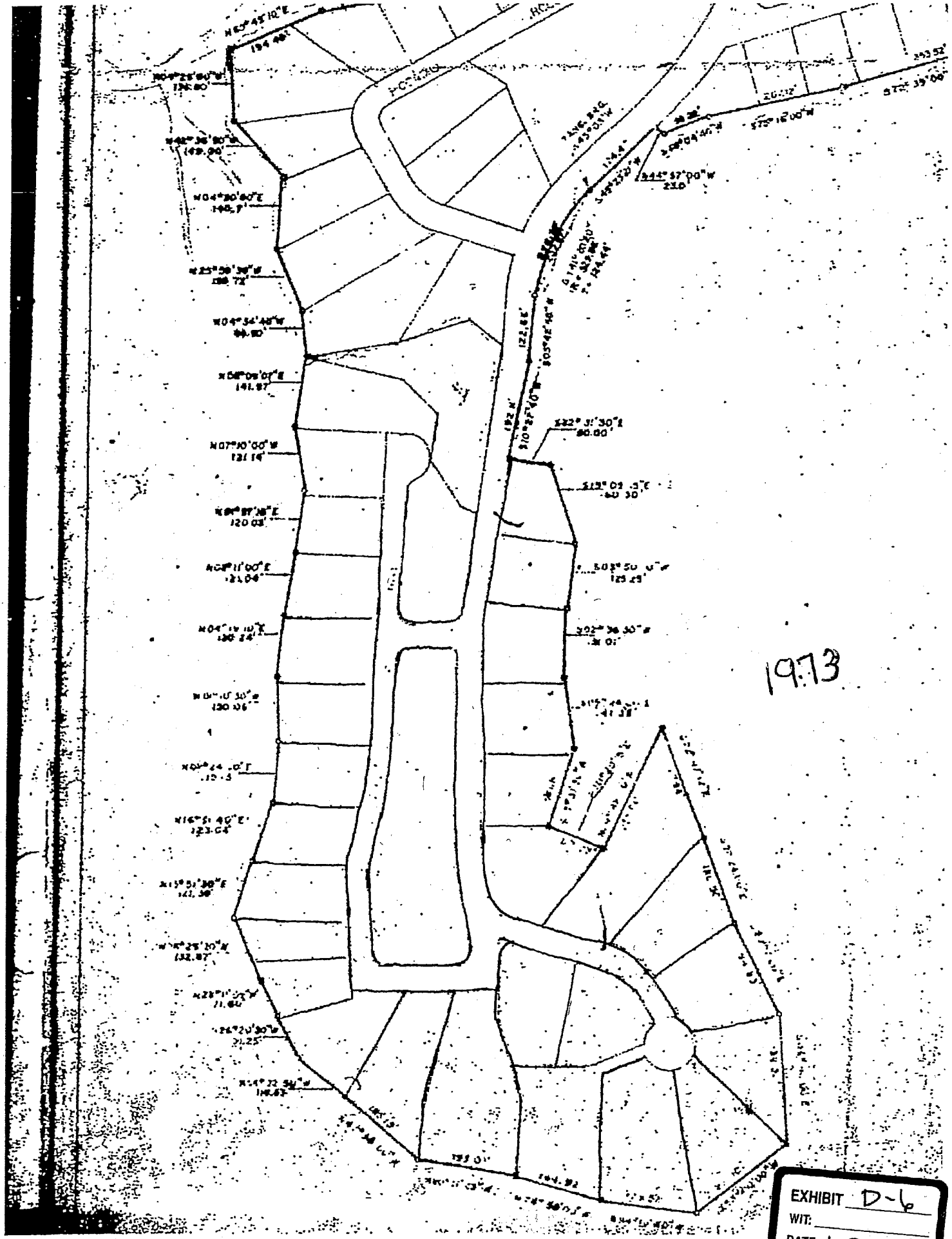


EXHIBIT D-6
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

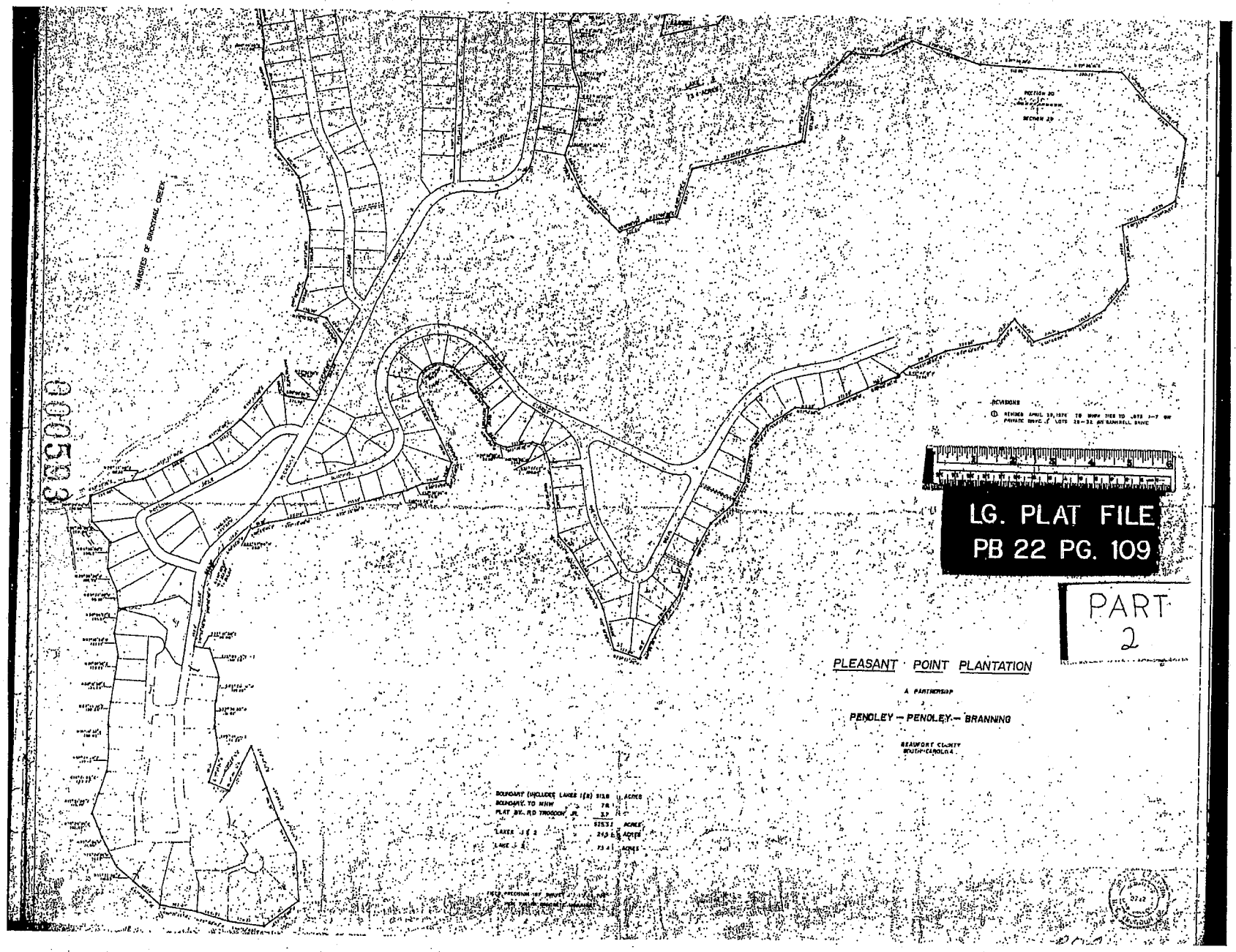
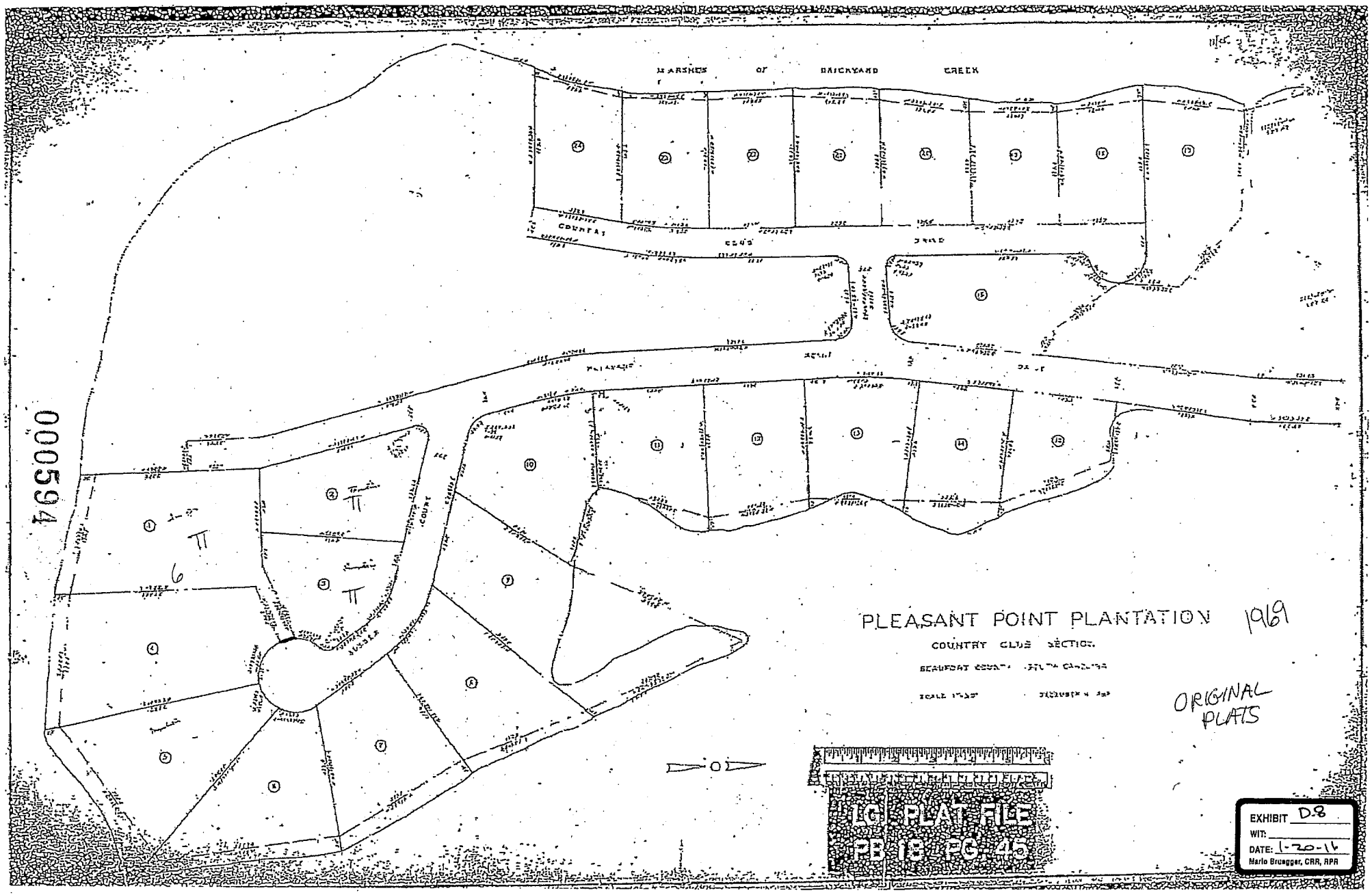


EXHIBIT D-7
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR


MARSHES OF BACKYARD CREEK
COURTAY
CLUB
DRIVE
PLEASANT
POINT
COURT
PLEASANT POINT PLANTATION 1969
COUNTRY CLUB SECTION
BEAUFORT COUNTY SOUTH CAROLINA
ORIGINAL PLATS
LG PLAT FILE
PB 18 PG 46
EXHIBIT D.8
WIT:
DATE: 1-20-11
Marlo Brueggar, CRR, RPR

000594

BOUNDARY (INCLUDES LAKES 1 & 2) 513.8 ± ACRES
BOUNDARY TO MHW 78.1
PLAT BY R.D TROGDON JR. 3.7
525.3 ± ACRES
LAKES 1 & 2 24.5 ± ACRES
LAKE 3 73.4 ± ACRES
FIELD PRECISION OF SURVEY
IRON PIN OR CONCRETE MONUMENT

000595

EXHIBIT D-9
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000596

EXHIBIT D-10
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

0005597

EXHIBIT D-11
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000598

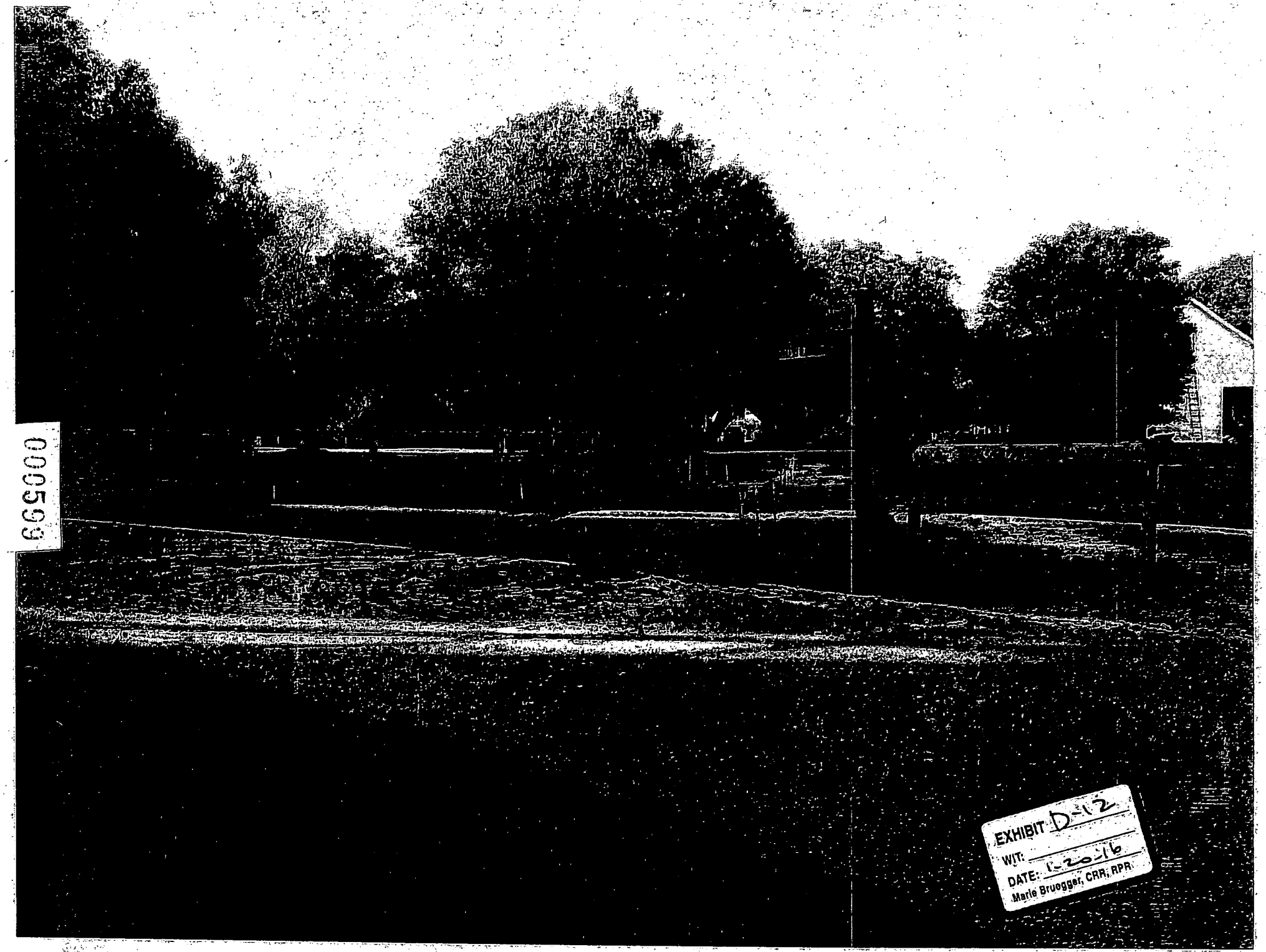


EXHIBIT D-12
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000599

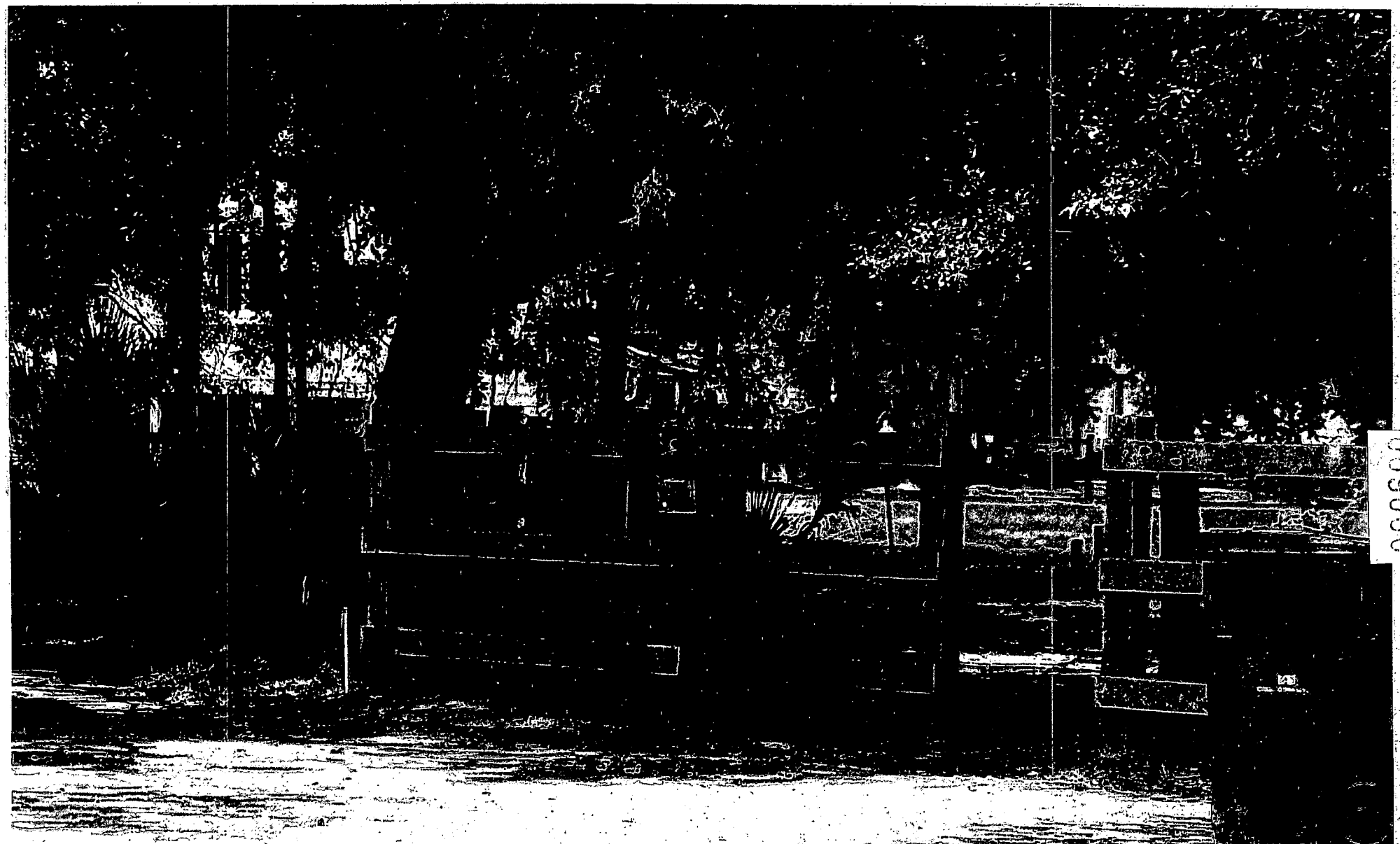


EXHIBIT D-13
WIT:
DATE: 1-26-16
Marie Bruegger, CRR, RPR

000600

"Closing Plat"
Exhibit B

VICINITY MAP NO SCALE

VERIFIED EXISTING PARCEL AS SHOWN ON BEAUFORT COUNTY TAX MAP THIS DATE

DATE: 6-10-97

Register of Mesne Conveyances

CARPORT

LOT 1
TOMPKINS
DEED BOOK 169, PAGE 150, REFERENCE PLAT BY R. D. TROGDON, JR., DATED DECEMBER 4, 1969, PLAT BOOK 18, PAGE 45.

PLEASANT POINT DRIVE AS SHOWN ON ABOVE REFERENCED PLAT.

BEAUFORT RIVER

.32 ACRE

2-STORY WOOD FRAME

SHELL DRIVEWAY

CONC.

GARAGE

LOT 2B

LOT 2
TOMPKINS

S. PLEASANT POINT DRIVE 40' R/W

FILED
JOHN F. SOLOMON-BUR
CLERK OF COURT, B.C.
97 JUN 10 AM 11:45
BK 690
FOLDER 11
PG 190

CLOSING PLAT PREPARED FOR

AMERIL HOSPITAL INSURANCE GROUP, INC.

THE "MANOR HOUSE", A PORTION OF COUNTRY CLUB SECTION, SOMETIMES KNOWN AS LOT 29, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION SUBDIVISION AS SHOWN ON A PLAT BY R. D. TROGDON, JR., DATED DECEMBER 4, 1969, REVISED JUNE 24, 1982 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 30, PAGE 14

THIS PROPERTY IS LOCATED IN ZONE A-11 (ELEV. 13.00) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9/29/86.

PIN:R200-009-00A-0172-0000

0' 20' 40' 80' 120'

SCALE 1" = 40' MAY 30, 1997

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA BEAUFORT SURVEYING INC. No. 00189 CERTIFICATE OF AUTHORIZATION

DAVID S. YOUMANS R.L.S. 9765
BEAUFORT SURVEYING, INC.
1925 DUKE STREET (P.O. BOX 1231)
BEAUFORT, SOUTH CAROLINA 29901
(803)524-3261 525-1175

6297BS

22X

ORIGINAL DOCUMENT
POOR CONDITION OR CONTRAST

EXHIBIT D-14
WIT:
DATE: 1-20-14
Marie Bruegger, CRR, RPR

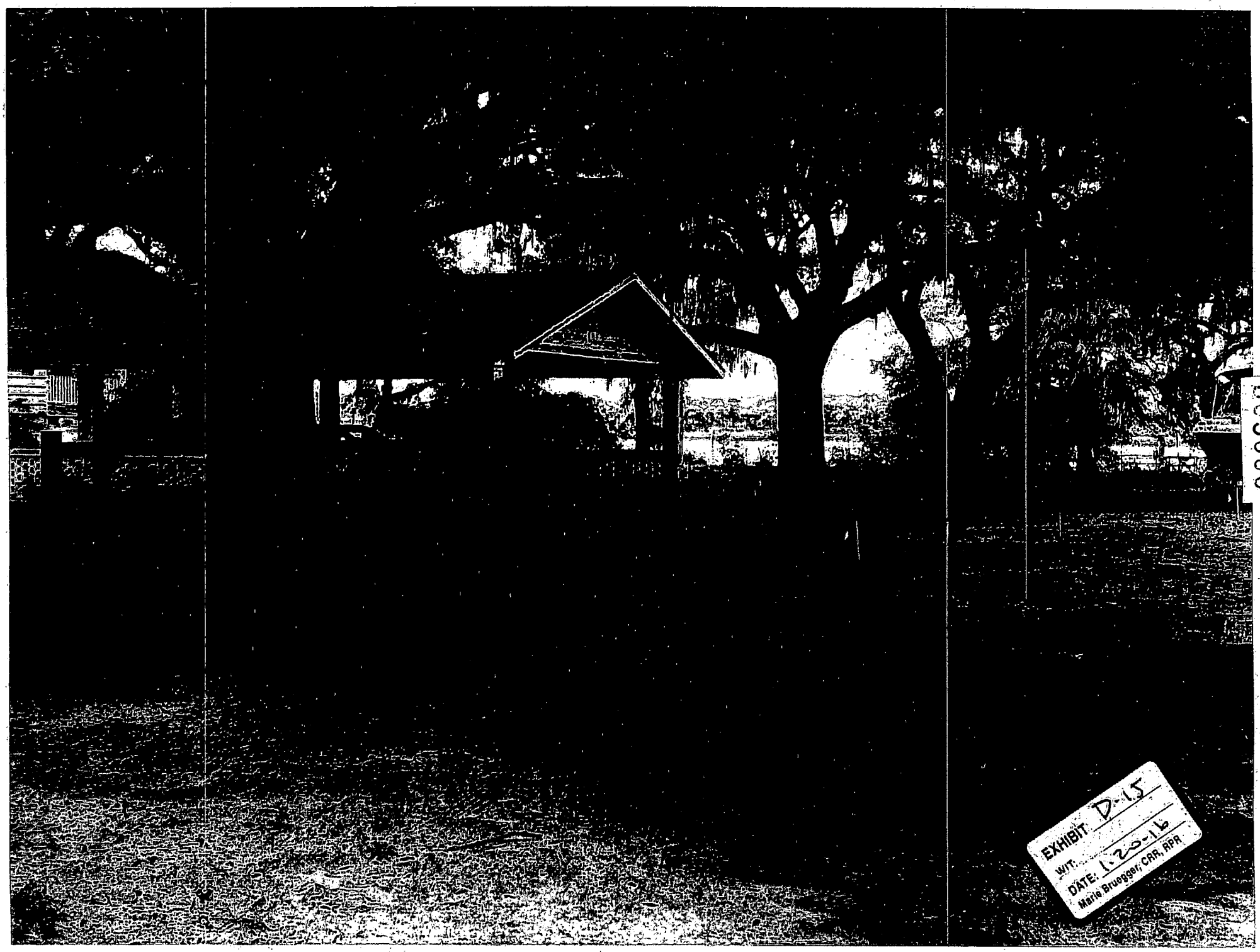


EXHIBIT: D-15
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

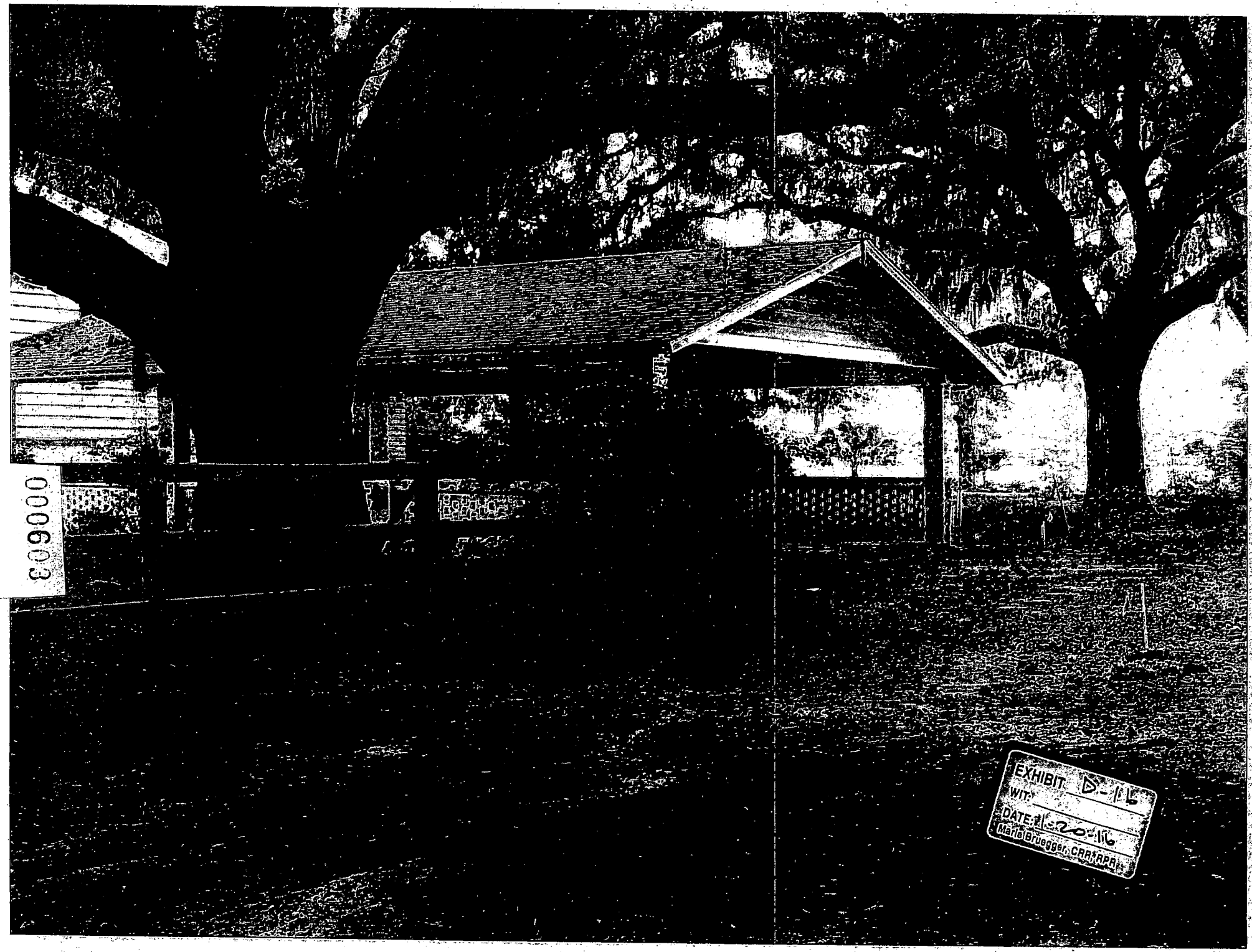


EXHIBIT D-15
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000603

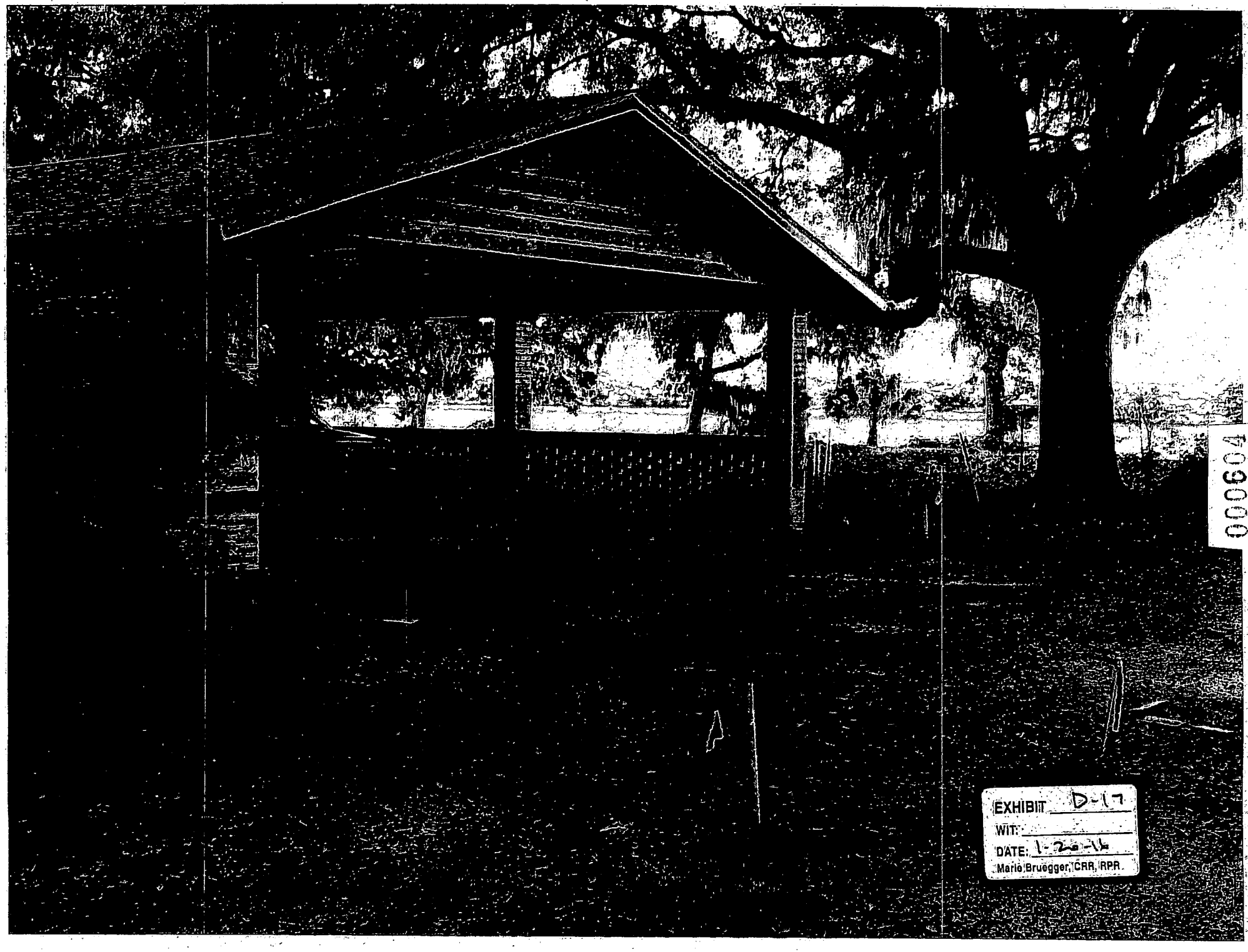


EXHIBIT D-17
WIT:
DATE: 1-28-16
Marie Bruegger, CRR, RPR

000604

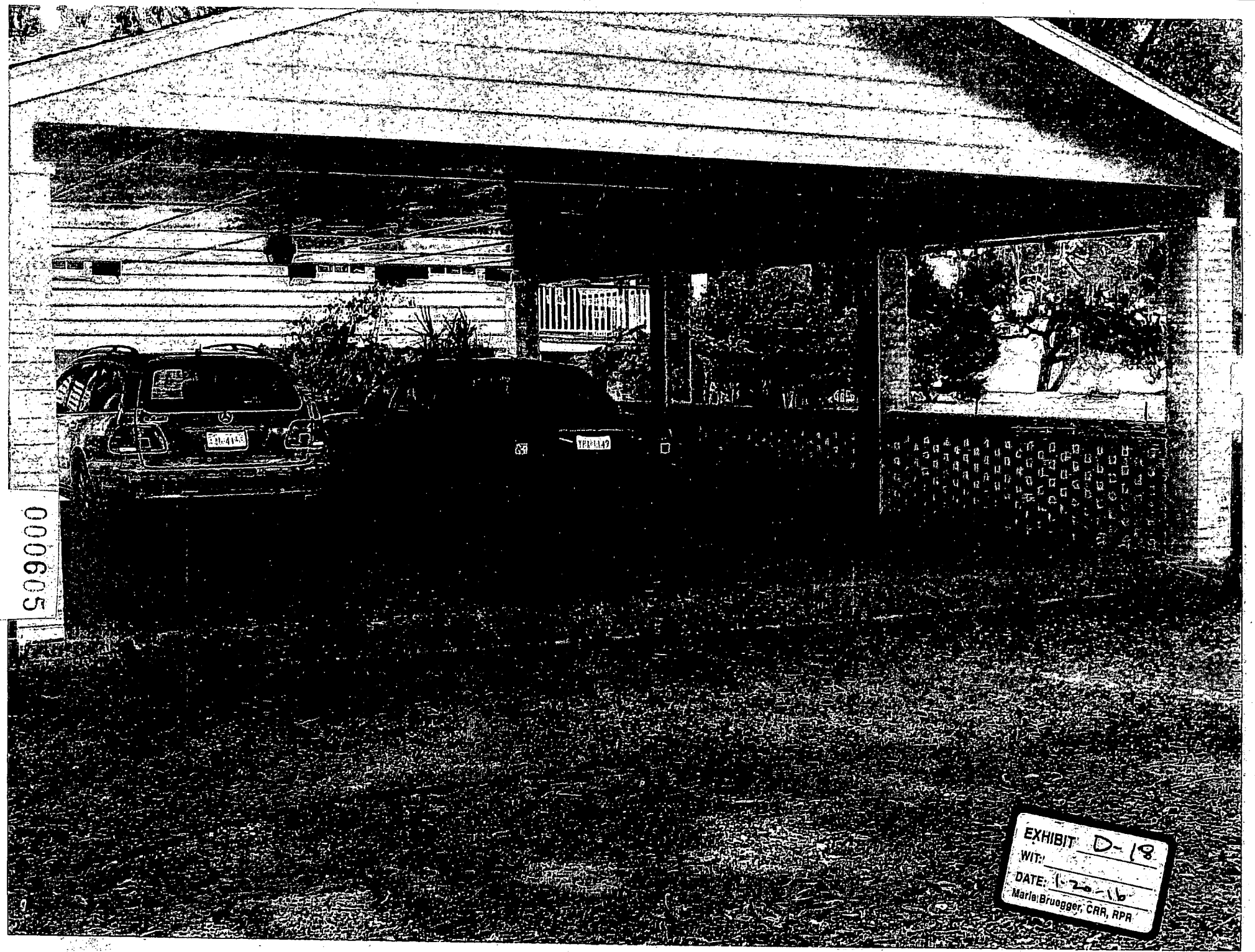


EXHIBIT D-18
WIT:
DATE: 1-20-16
Marla Bruegger, CRR, RPR

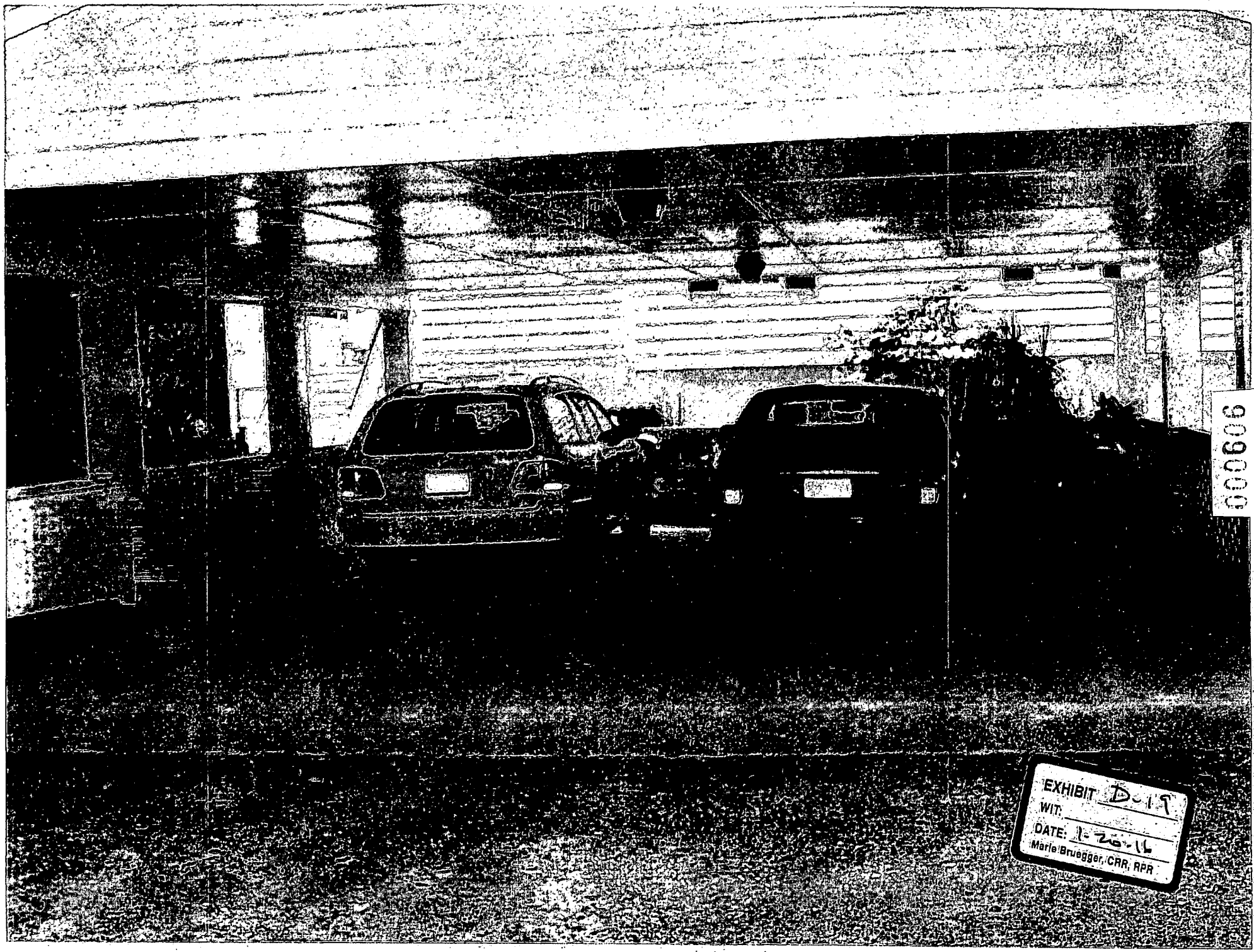


EXHIBIT D-19
WIT.
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000606

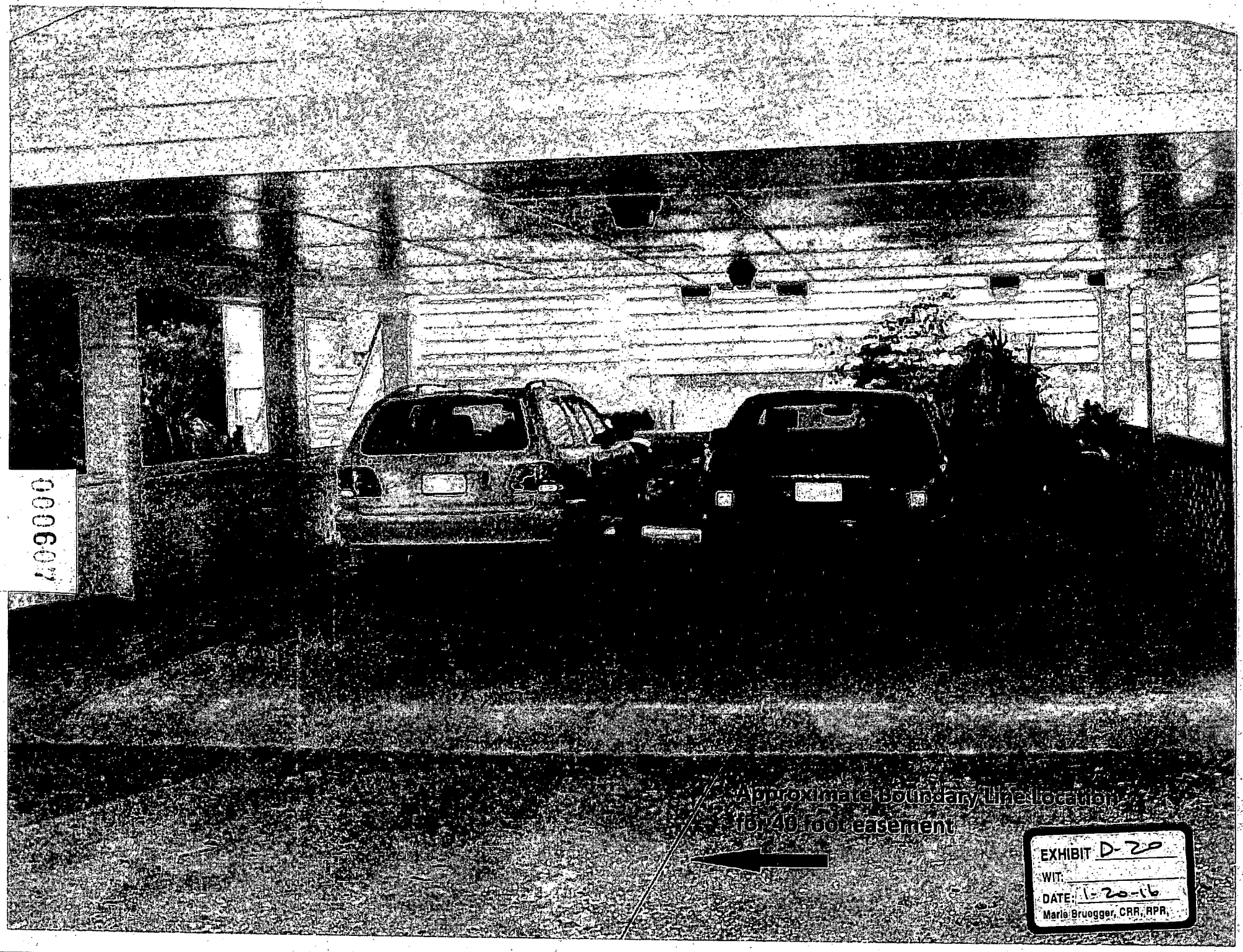


EXHIBIT D-20
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000607

EXHIBIT D-21
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000608

EASEMENT PLAT

PREPARED FOR

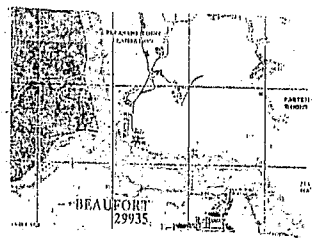
JULIA VOGEL TOMPKINS TRUST, et al

LOTS 1, 2 & 3, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION

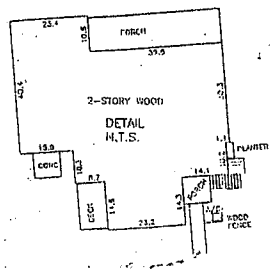
BEAUFORT COUNTY, SOUTH CAROLINA

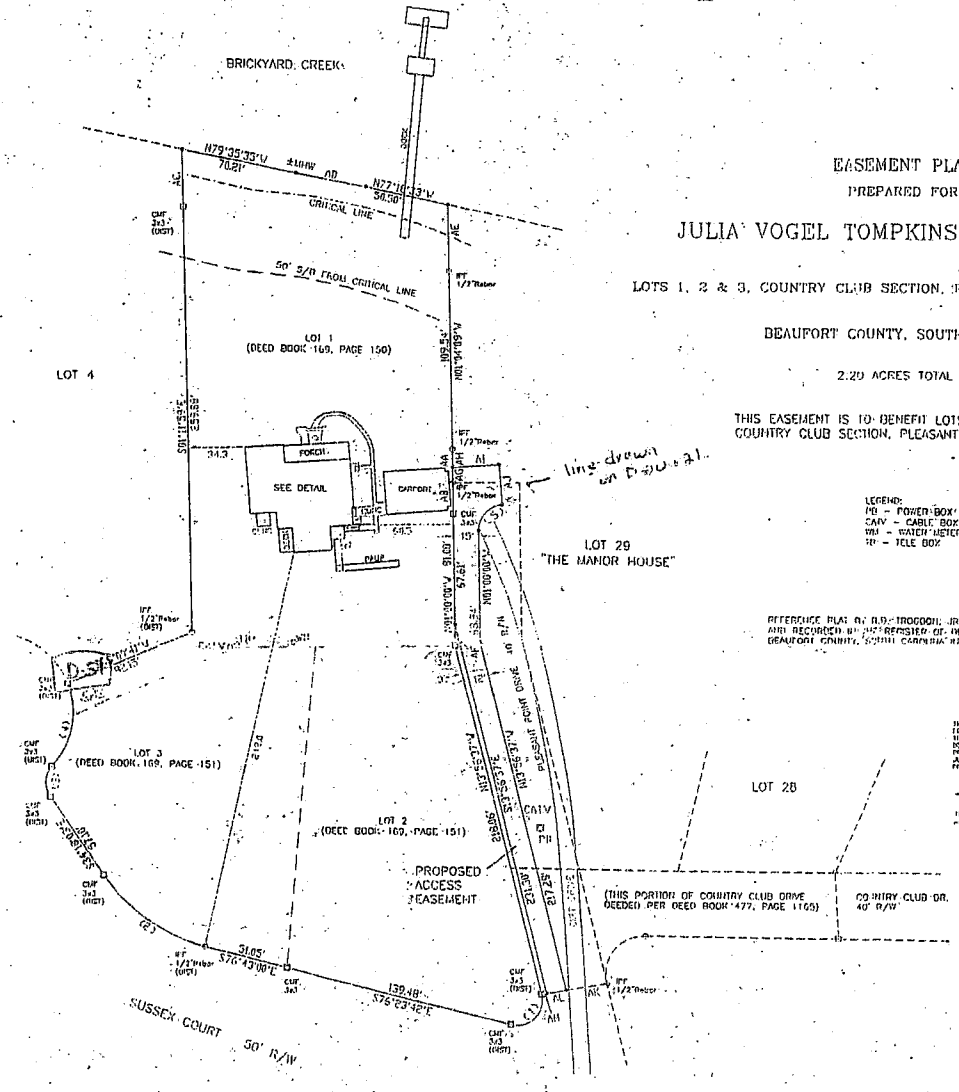
2.20 ACRES TOTAL

THIS EASEMENT IS TO BENEFIT LOTS 1, 2 & 29
COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION



VICINITY MAP NOT TO SCALE





line drawn on D-30-71.

LEGEND:
PB - POWER BOX
CATV - CABLE BOX
WM - WATER METER
TB - TELE BOX

REFERENCE PLAT OF D.D. TROGDON, JR. DATED DEC. 14, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 18, PAGE 43.

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF TREASURY TERRA JURISDICTION IN THE SUBJECT PROPERTY. CRITICAL AREAS BY NATURE MAGIC, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE TERRA JURISDICTION OF THE DEPARTMENT, THE DEPARTMENT IS IN NO WAY WAIVES ITS RIGHT TO ASSERT TERRA JURISDICTION AT ANY TIME IN ANY CRITICAL AREA OF THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE 7-2-12 DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THE SIGNATURE, SUBJECT TO THE CONTINGENCY LANGUAGE ABOVE.

NO.	BEARING	DISTANCE
AA	N01°01'21"W	20.00'
AB	N00°34'15"W	10.11'
AC	S01°11'59"E	35.19'
AD	N79°24'35"W	43.42'
AE	N01°04'09"W	40.45'
AF	S01°00'00"E	13.39'
AG	S01°01'21"E	9.19'
AH	S01°01'21"E	10.82'
AI	S85°53'57"W	28.00'
AJ	N84°16'03"W	25.00'
AK	N79°35'04"E	24.92'
AL	N79°35'04"E	12.02'
AM	N79°35'04"E	3.01'

NO.	DELTA	RADIUS	ARC	TANGENT	C.BEARING	CHORD
1	118°16'50"	15.21'	31.39'	25.37'	N44°54'34"E	26.09'
2	48°57'09"	106.64'	76.22'	39.86'	S55°32'40"E	74.61'
3	73°10'00"	15.00'	19.63'	11.51'	S02°28'27"W	18.26'
4	62°57'49"	50.00'	54.93'	30.62'	S10°21'55"W	52.22'
5	06°03'57"	15.23'	23.10'	14.43'	N42°26'59"E	20.95'

THIS PROPERTY IS LOCATED IN ZONE A-11 (EL 13.0) AS DETERMINED BY FEMA, FIRM: COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9-29-86.

R200-009-00A-0078-0000

0 25' 50' 100' 150'

SCALE: 1" = 50'

JUNE 18, 2012

REVISED 5-16-14 - ADDED ACCESS ESMT.

P:\29235\LAYA

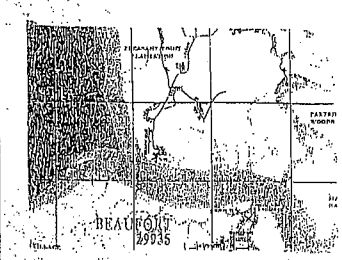
EXHIBIT D-22
DATE: 1-20-16
BLUE RIVERS, CRR, RPR

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA
BEAUFORT SURVEYING INC.
No. 0819
CERTIFICATE OF AUTHORIZATION

DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1613 PARIS AVENUE
BEAUFORT, S.C. 29935
PHONE (843) 521-3261

000609



VICINITY MAP NOT TO SCALE

N
MAG

EASEMENT PLAT

PREPARED FOR

JULIA VOGEL TOMPKINS TRUST, et al

LOTS 1, 2 & 3, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION

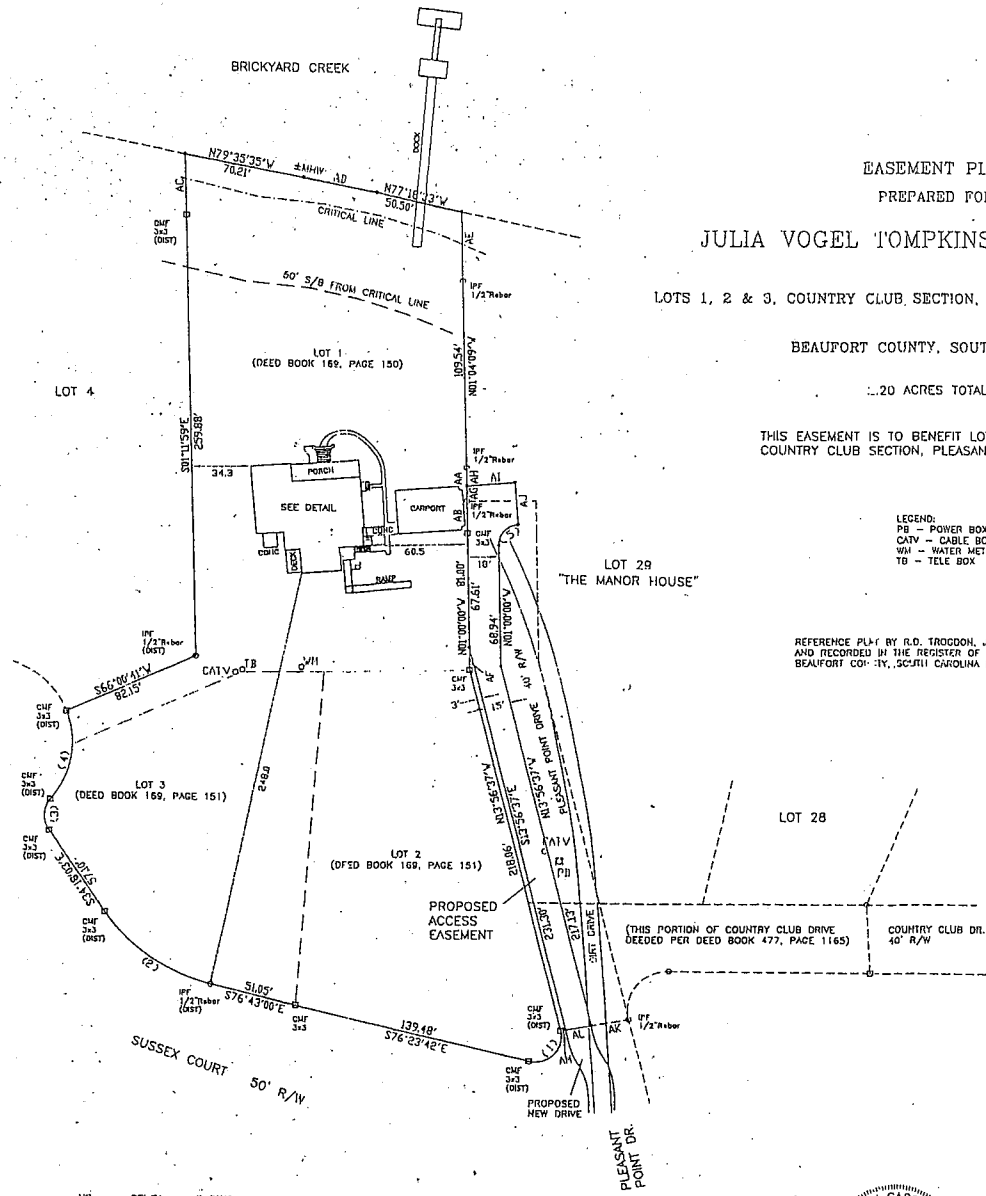
BEAUFORT COUNTY, SOUTH CAROLINA

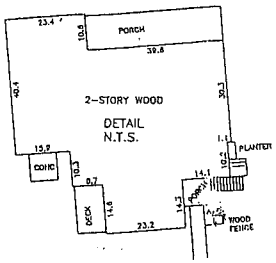
±.20 ACRES TOTAL

THIS EASEMENT IS TO BENEFIT LOTS 1, 2 & 29
COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION

LEGEND:
PB – POWER BOX
CATV – CABLE BOX
WM – WATER METER
TB – TELE BOX

REFERENCE PLAT BY R.D. TROGDON, JR. DATED DEC. 4, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 10, PAGE 45.





NO.	BEARING	DISTANCE
AA	N01°01'21"W	20.00'
AB	N00°34'45"W	19.11'
AC	S01°11'59"E	35.19'
AD	N79°24'35"W	13.42'
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AG	S01°01'21"E	9.19'
AH	S01°01'21"E	10.82'
AI	S85°53'37"W	28.00'
AJ	N04°06'03"W	25.00'
AK	N79°35'04"E	21.81'
AL	N79°35'04"E	15.03'
AM	N79°35'04"E	3.01'

NO.	DELTA	RADIUS	ARC	TANGENT	C.BEARING	CHORD
1	118°06'58"	15.21'	31.36'	25.37'	N44°54'34"E	26.09'
2	40°57'09"	106.64'	76.22'	39.82'	S55°32'40"E	74.61'
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4	62°57'49"	50.00'	54.95'	30.62'	S10°21'55"W	52.22'
5	86°53'57"	12.06'	18.29'	11.42'	N42°26'59"E	16.59'

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY FOR THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE 7-2-12 DATE

The critical line shown on this plat is valid for five years from the date of this signature, subject to the contingency language above.

T's Exhibit No. 6
never filled.

EXHIBIT P-5
WM
DATE: 1-20-16
Marie Bluegger, CMR, RPR

THIS PROPERTY IS LOCATED IN ZONE A-11 (EL 13.0) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9-29-86.

R200-009-00A-0078-0000

0 25' 50' 100' 160'

SCALE 1" = 50'

JUNE 18, 2012

P12923E/MMA

REVISED 5-16-14 – ADDED ACCESS ESMT.
REVISED 10-21-14 – ADJUSTED EASEMENT

SOUTH CAROLINA
BEAUFORT SURVEYING INC.
No. 00169
CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.
ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. YOUMANS RLS 9765
BEAUFORT SURVEYING, INC.
1613 PARIS AVENUE
BEAUFORT, S.C. 29935
PHONE (843) 524-3261

000610

PLAT BOOK 10
PAGE 45

Pleasant Point Plantation

Lots 1 thru 24 - Country Club Section

See Large Plat Filed

Filed 12/15/69

J. Legare Hedgen
Clerk of Court

EXHIBIT D-25
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

Pleasant Point Plantation

Country Club Section

Lots 1 thru 26

Filed 3/13/72

J. L. Hagan

CCC

PLAT BOOK 19

PAGE 160

000613

EXHIBIT D-26

WIT:

DATE: 1-20-16

Marie Bruegger, CRR, RPR

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 99-CP-7-1672
JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING as Trustees of the RATHVON MCCLURE THOMAS REVOCABLE TRUST, DATED SEPTEMBER 10, 1991, and JULIA VOGEL TOMPKINS, Individually,	)	**SUMMONS** Non-Jury **TITLE CLEARANCE**
Plaintiffs,	)	
vs.	)	
ROI W. YOUNG and DYAN M. YOUNG,	)	
Defendants.	)	

99 NOV -1 AM 11:21
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

TO THE DEFENDANTS NAMED HEREIN:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribers at their offices at 811 Craven Street, Beaufort, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for relief demanded therein.

LEVIN & GILLEY

By: Julian Levin

Julian S. Levin
Attorney for Plaintiff
P.O. Box 2358
811 Craven Street
Beaufort, South Carolina
(843) 522-9000

November 1, 1999
Beaufort, South Carolina

EXHIBIT D-27
WIT:
DATE: 1-25-16
Marie Bruegger, CRR, RPR

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. _____
JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING as Trustees of the RATHVON MCCLURE THOMAS REVOCABLE TRUST, DATED SEPTEMBER 10, 1991, and JULIA VOGEL TOMPKINS, Individually,	)	**COMPLAINT** Non-Jury **TITLE CLEARANCE**
Plaintiffs,	)	
vs.	)	
ROI W. YOUNG and DYAN M. YOUNG,	)	
Defendants.	)	

99 NOV -1 AM 11:21
CLERK OF COURT
BEAUFORT, S.C.

The Plaintiffs complaining of the Defendants herein would respectfully show and allege unto this Honorable Court as follows:

1. That the Plaintiffs are the owners and are in possession of the residential property on Lady's Island, Beaufort County, South Carolina, which is the subject matter of this action, and all matters hereinafter mentioned are within the jurisdiction of this Honorable Court.

2. That the real property which is the subject matter of this action was acquired by Julia Vogel Tompkins, a Plaintiff herein, and her husband, R. McC. Tompkins, by deed dated December 5, 1969, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 169, at Page 150, and by deed dated December 5, 1969, and recorded in the Office of the Register of Mesne Conveyances in Book 169, Page 151, and described in said deeds as follows:

PARCEL 1 - ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lot 1 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of court for Beaufort County, South Carolina.

PARCEL 2 - ALL those certain pieces, parcels or lots of land, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of Court for Beaufort County, South Carolina.

3. That thereafter by deed dated August 26, 1995, and recorded in the Office of the Register of Deeds in Book 799, Page 471, R. McC. Tompkins conveyed his undivided one-half (½) interest in the subject property to the Plaintiffs herein as Trustees, and the property was described in said deed as follows:

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 18, at Page 45.

4. That Plaintiffs are informed and believe that when they purchased the subject property, according to the plat referred to in their deeds and recorded in the Office of the Clerk of Court for Beaufort County, in Book 18 of Plats, at Page 45, that the recordation of such plat constituted a dedication of the street or roadway shown as "Pleasant Point Drive".

5. That Plaintiffs are informed and believe that on or about December 4, 1969, and recorded in Plat book 19, at Page 160, Plaintiffs' predecessors in title recorded a plat that in

effect would have, if lawful, eliminated the portion of the road adjoining Plaintiffs property, and included said roadway in the conveyance to the Defendants.

6. That Plaintiffs are informed and believed that by deed dated January 22, 1999, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 1132, Page 1549, American Hospital Insurance Group, Inc., Defendant's immediate predecessors in title, conveyed a tract of land to the Defendants, and the property was described in said deed as follows:

> ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, RLS dated May 30, 1997 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 60 at Page 190. Tax Map: District 200; Map 9A; Parcel 172
>
> ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation directions on a plat prepared by R.D. Trogdon, Jr., RLS dated April 30, 1974 and recorded in Deed Book 248 at Page 454 of the said Beaufort County records. Tax Map: District 200; Map 9A; Parcel 172

7. That the Plaintiffs are informed and believed that the Defendants now claim title to said portion of the roadway adjoining Plaintiffs' property, and they and their predecessors in title have erroneously asserted title and control over Plaintiffs' use and enjoyment of said roadway.

8. That Plaintiffs are informed and believe that the recording of the said Plat from which Plaintiffs purchased the subject property constituted a dedication of said roadway to the owners of all lots in the subdivision and/or the general public, and the later purported conveyance of the portion of Pleasant Point Drive to the Defendants thus was void and of no legal effect.

WHEREFORE, Plaintiffs pray that this Honorable Court inquire into the matters and things herein alleged, and if the Court finds that the street or roadway is so dedicated, as alleged herein, that the Court issue its order as follows:

A. Declaring the roadway shown on the plat recorded in Book 18 at Page 45, to be a dedicated easement.

B. Restraining and prohibiting the Defendants from interfering with Plaintiffs' use and enjoyment of said easement.

C. For the costs and expenses of this action, including reasonable attorney's fees.

D. For such other and further relief as this Court may deem just and proper.

LEVIN & GILLEY

Julian S. Levin
Attorneys for the Plaintiff
811 Craven Street
Post Office Box 2358
Beaufort, South Carolina 29901
(843) 522-9000

November 1, 1999
Beaufort, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) Case No. 99-CP-07-1672
COUNTY OF BEAUFORT)

99 DEC -6 PM 12:54
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS AND JULIA LINDSLY TOMPKINS EWING as Trustees of the RATHVON MCCLURE THOMAS REVOCABLE TRUST, DATED SEPTEMBER 10, 1991, and JULIA VOGEL TOMPKINS, Individually,

Plaintiffs,

vs.

ROI W. YOUNG and DYAN M. YOUNG,

Defendants.

ANSWER AND COUNTERCLAIM

Defendants, answering the Complaint, allege and say (a) that defendants deny all the allegations of the Complaint except those allegations expressly admitted hereinafter or admitted hereinafter with qualification, (b) that those allegations of the Complaint admitted hereinafter with qualification are admitted only with the qualifications stated, and (c) that addressing each paragraph of the Complaint and by way of affirmative defense(s) and counterclaim(s) defendants allege and say the following:

FOR A FIRST DEFENSE

1. Defendants admit only so much of paragraph 1 as alleges or may be construed to allege that the plaintiffs are the owners of Lots 1, 2, and 3 of Pleasant Point Plantation Country Club Section, Beaufort County, S.C. Defendants deny all the remaining allegations of said paragraph.

000619

EXHIBIT D-28
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

2. Defendants admit only so much of paragraph 2 as alleges the existence of the documents of record referred to therein, which documents speak for themselves as to the terms thereof. Defendants deny all the remaining allegations of said paragraph.

3. Defendants admit only so much of paragraph 3 as alleges the existence of the document of record referred to therein, which speaks for itself as to the terms thereof. Defendants deny all the remaining allegations of said paragraph.

4. Defendants deny the allegations of paragraph 4.

5. Defendants admit only so much of paragraph 5 as alleges or may be construed to allege that an area adjacent to and to the west of Lots 1 and 2 was formerly designated as a portion of Pleasant Point Drive, as shown on the plat recorded in Plat Book 18 at page 45, but was eliminated and deleted as a portion of the subdivision roadway and that the defendants are the owners of said property. Defendants deny all the remaining allegations of paragraph 5.

6. Defendants admit only so much of paragraph 6 as alleges the existence of the document of record referred to therein, which speaks for itself as to the terms thereof. Defendants deny so much of said paragraph as may be inconsistent with said document of record.

7. Defendants admit so much of paragraph 7 as alleges that defendants claim title to the land adjacent to and to the west of Lots 1 and 2, Pleasant Point Plantation Country Club Section, which

land was shown as a portion of Pleasant Point Drive by the plat recorded in Plat Book 18 at page 45. Defendants deny all the remaining allegations of said paragraph.

8. Defendants deny the allegations of paragraph 8.

FOR A SECOND AND AFFIRMATIVE DEFENSE
(Waiver)

9. Defendants repeat, reallege, and incorporate herein by reference, all the foregoing allegations of this Answer.

10. From around 1969 through about 1995, Rathvon McC. Tompkins and Julia Vogel Tompkins ("the Tompkins") have been the owners of Lots 1, 2, and 3 of the Country Club Section, Pleasant Point Plantation.

11. Access to Lots 1, 2, and 3 is provided by the subdivision street identified as Sussex Court, as shown by the subdivision plat recorded in Plat Book 18, page 45, which plat was referred to in the deeds conveying Lots 1, 2, and 3 to the Tompkins.

12. The subdivision plat recorded in Plat Book 18, page 45 also shows a portion of Pleasant Point Drive, a subdivision roadway, adjacent to and immediately to the west of Lots 1 and 2, but that area adjacent to and to the west of Lots 1 and 2 was never paved or otherwise developed, improved, or actually made part of the subdivision roadway system and has never been maintained by the developer or the homeowners association.

13. Upon information and belief, during or about 1976, Rathvon McC. Tompkins, acting on his own behalf and on behalf of

the plaintiff Julia Vogel Tompkins, his wife and co-owner of Lots 1, 2, and 3, for valuable consideration made and entered an agreement with Pleasant Point Plantation, a partnership, owner and developer of Pleasant Point Plantation subdivision, wherein and whereby the parties agreed for the area adjacent to and to the west of Lots 1 and 2, to be removed and eliminated from the platted subdivision roadway system and for the Tompkins to have a private easement for a driveway to their Lots 1 and 2 over a portion of the subject area, for their joint lives only.

14. Pursuant to said agreement and in reliance thereon, Pleasant Point Plantation granted to the Tompkins the Easement recorded in Book 248, page 454, a copy of which is attached hereto as Attachment A.

15. Also pursuant to said agreement, the Tompkins have since 1976 used that limited area described in the Easement (Book 248, page 454) for their exclusive use, benefit, and enjoyment.

16. Also pursuant to the agreement Pleasant Point Plantation deleted the area adjacent to the west of Lots 1 and 2 from the platted subdivision roadway system and recorded a revised subdivision plat deleting the subject area from Pleasant Point Drive and showing the Tompkins' easement area instead (Plat Book 30 at page 141).

17. By virtue of the aforesaid agreement, the conditions of which were fully performed by Pleasant Point Plantation and/or its successors, the Tompkins, as co-owners of Lots 1, 2, and 3, waived

and relinquished any rights in the subject section of Pleasant Point Drive adjacent to and to the west of Lots 1 and 2 (as shown by plat recorded in Plat Book 18 page 45) except the rights granted to them by the Easement recorded in Book 248, page 454.

18. Rathvon McC. Tompkins could not grant and did not grant to the Rathvon McC. Tompkins Revocable Trust rights he had waived and relinquished.

FOR A THIRD AND AFFIRMATIVE DEFENSE
(Estoppel)

19. Defendants repeat, reallege, and incorporated herein by reference all the foregoing allegations hereof.

20. The Tompkins had the Easement (Book 248, page 454) recorded and gave notice to the world of their rights to use the easement area as their private easement.

21. Further, the Tompkins from 1976 have asserted and continue to assert the right to exclusive use, benefit, enjoyment and control of the subject area, and have represented and continue to represent that the subject area is private, not part of the Pleasant Point Plantation subdivision roadway system, and not available for general use by owners in the subdivision or by the public.

22. The defendants and their predecessors in title, as well as others owning property in the subdivision, have relied upon the Tompkins' assertions of exclusive rights in the area described in

their Easement (Book 248, page 454), not making any use of the area.

23. By virtue of their long standing assertion of rights which are inconsistent with plaintiffs' claim that the area adjacent to and to the west of Lots 1 and 2 is a subdivision roadway, by virtue of their exclusive use and enjoyment of a part of the area for more than twenty-years (the benefits of the agreement described above), and because of the reliance by others, including the defendants, the Tompkins and those claiming under or through them are estopped and barred from now claiming that the subject area adjacent to and to the west of Lots 1 and 2 is part of the subdivision roadway system.

FOR A FOURTH AND AFFIRMATIVE DEFENSE
(Laches)

24. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

25. Plaintiffs have delayed an unreasonable length of time in asserting that the subject area is part of the subdivision roadway system, leading defendants and their predecessors in title to believe plaintiffs did not claim any rights in the subject area except those easement rights granted to the Tompkins' by the Easement (Book 248, page 454).

26. Defendants and their predecessors relied upon plaintiffs' silence and inaction by purchasing and paying valuable consideration for the subject property and asserting exclusive

control over all of it except for that portion described in the Tompkins' Easement (Book 248, page 454).

27. By virtue of the plaintiffs' unreasonable delay in asserting their claim and defendants' reliance thereon to their detriment, plaintiffs are barred from claiming any rights in the area except those easement rights granted to the Tompkins by the Easement (Book 248, page 454), which will expire and be terminated upon the death of Julia Vogel Tompkins.

FOR A FIRST COUNTERCLAIM
(Declaratory Judgment)

28. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

29. Defendants acquired Lot 29, of the Country Club Section, Pleasant Point Plantation , also known as "The Manor House" property, by the Warranty Deed dated January 22, 1999, and recorded in Book 1132, page 1549, which deed describes the subject property by reference to the Plat recorded in Plat Book 60, page 190. A copy of said plat is attached hereto as Attachment B.

30. The plaintiffs claim that the easternmost portion of defendants' property, formerly identified as a portion of Pleasant Point Drive per the plat recorded in Plat Book 18, page 45, is a part of the subdivision roadway system and that plaintiffs therefore have the right to use that area for access to plaintiffs' property.

31. Defendants' have denied and do deny plaintiffs' claim.

32. By virtue of the matters and things alleged above, defendants are, upon information and belief, entitled to the judgment of this court determining and declaring that the defendants are the owners of Lot 29 (The Manor House property) as shown by the plat recorded in Plat Book 60, page 190, free and clear of all rights and claims of the plaintiffs except the easement rights granted to the Tompkins by the Easement recorded in Book 248, page 454, which will expire and be terminated upon the death of Julia Vogel Tompkins.

FOR A SECOND CAUSE OF ACTION
(Trespass/Injunctive Relief and Damages)

33. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

34. Although the defendants have specifically directed that the plaintiff Julia Vogel Tompkins cease all use of the plaintiff's property except the area of the Tompkins' easement (Book 248, page 454), and although the plaintiffs have had both the western boundary of the Tompkins easement area (Book 248, page 454) and the western boundary of the area formerly shown as part of Pleasant Point Drive (Plat Book 18 at page 45) clearly delineated on the ground by a registered land surveyor, Julia Vogel Tompkins persists in trespassing upon plaintiffs' property, not only the area formerly designated as part of Pleasant Point Drive (Plat Book 18 at page 45) but also the Manor House property of defendants farther to the west.

35. Julia Vogel Tompkins' continued trespassing is wilful and deliberate, and she has advised the defendants that she will go where she wants in spite of the plaintiffs' direction for her to cease trespassing.

36. Julia Vogel Tompkins' further interferes with defendants' use and enjoyment of their property by advising defendants' guests and invitees that they cannot use the driveway.

37. Upon information and belief, plaintiffs are entitled to an injunction permanently restraining, prohibiting, and forbidding the plaintiffs, including and in particular Julia Vogel Tompkins, from trespassing upon defendants' property lying to the west of the Tompkins' easement area, and restraining, prohibiting, and forbidding the plaintiffs from otherwise hindering or interfering with defendants' use of their own property.

38. Further, upon information and belief, the defendants are entitled to judgment against the plaintiff Julia Vogel Tompkins for actual and punitive damages for her willful and deliberate trespass on defendants' property, and interference with defendants use thereof, thereby causing defendants to have diminished use and enjoyment of their property.

WHEREFORE defendants pray for the judgment, order and decree of this court providing the following:

(a) denying the relief prayed for by the plaintiffs;

(b) determining and declaring that the defendants are the owners of Lot 29, the property described in the plat

recorded in Plat Book 60, page 190, free and clear of any rights and claims of the plaintiffs except the easement rights granted to the Tompkins by the Easement recorded in Book 248, page 454, which will terminate upon the death of Julia Vogel Tompkins;

(c) entering an order restraining, prohibiting, and forbidding the plaintiffs from trespassing upon, or otherwise interfering with defendants' use of, any part of defendants' property other than the Tompkins' easement area;

(d) granting judgment in favor of defendants and against plaintiffs for actual and punitive damages in an amount to be determined by the trier of fact;

(e) assessing costs against the plaintiffs;

(f) granting to defendants such other and further relief as the court determines to be just and proper in the circumstances.

Beaufort, S.C.
December 2, 1999

HAROLD A. BONEY
(Wachovia Building - Suite 300,
1011 Bay Street)
P. O. Box 1151
Beaufort, SC 29901
(843) 524-0090
Attorney for defendants

STATE OF SOUTH CAROLINA)
)
CITY OF BEAUFORT)

EASEMENT

WHEREAS, Pleasant Point Plantation is the owner of certain real property on Lady's Island, Beaufort County, State of South Carolina as shown on a plat recorded in Plat Book 18 at Page 45 of a plat prepared by R. D. Trogdon, Jr. dated December 4, 1969 in the Office of the Clerk of Court for Beaufort County, South Carolina; and,

WHEREAS, Rathvon McC. Tompkins is the owner of Lots One (1), Two (2) and Three (3) as shown on the plat referred to above; and,

WHEREAS, Pleasant Point Plantation and Rathvon McC. Tompkins have entered into an agreement for the grant of an easement by Pleasant Point Plantation to Rathvon McC. Tompkins of certain real property described below.

NOW, therefore, in and for the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Pleasant Point Plantaion hereby grants, assigns and sets over to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives, an easement for the right to construct walkways, driveways, install water lines and sewer lines, utility lines and poles; and ornamental exterior objects; and to plant and maintain trees, shrubbery and grass in and on the real property described as follows, to-wit:

> ALL that certain piece, parcel or tract of real property on Lady's Island, Beaufort County, State of South Carolina, shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., on April 30, 1974 and is more particularly described as beginning at a concrete marker on the Western boundary line of Lot One (1) which is One Hundred Sixty-Nine (169.00) feet, more or less, from the marshes of Brickyard Creek; and thence proceeding in the direction of N16°23'40"W for a distance of One Hundred Seventy-One and Sixty-Five Hundredths (171.65) feet to a concrete marker; thence proceeding in the direction of N1°58'W for a distance of One Hundred Twenty-Eight and Forty Hundredths (128.40) feet to a concrete marker; thence proceeding in the direction of S13°39'40"E for a distance of Two Hundred Eighteen and Fifteen Hundredths (218.15) feet along the Western boundary line of lot Two (2) to a concrete marker; thence in the direction of S°1 00'E for a distance of Eighty-One (81.00) feet along the Western boundary line of Lot One (1) to a concrete marker which is the point of beginning. For a more complete and accurate description, reference is made to the above referred to plat which is attached hereto and made a part hereof.

To have and to hold the said easement, the rights, members and hereditaments thereto, all and singular; to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives.

In witness hereof, Pleasant Point Plantation, has caused this agreement to be executed on August 26, in the year of our Lord one thousand nine hundred and seventy-six and in the two hundred and first year of the Sovereignty and Independence of the United States of America.

Carolyn M. Brown
J. Thomas Mitchell

PLEASANT POINT PLANTATION
BY [signature]
Clotide C. Branning, General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me Carolyn M. Brown and made oath that saw the within-named Pleasant Point Plantation by Clotide C. Branning sign, seal and, as his act and deed, deliver the within-written Easement for the uses and purposes therein mentioned and that with J. Thomas Mitchell witnessed the execution thereof.

SWORN to before this 26th day of August, 1976

J. Thomas Mitchell
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: June 13, 1977

Carolyn M. Brown

BEAUFORT RIVER

CRITICAL LINE

30' SETBACK FROM CRITICAL LINE

WOOD SEAWALL & CRITICAL LINE

LOT 1
TOMPKINS
DEED BOOK 169, PAGE 150
REFERENCE PLAT BY R.D. TROGDON, JR., DATED DECEMBER 4, 1969, PLAT BOOK 18, PAGE 45.

NOTE: ALL ROOF PITCHES TO MATCH EXISTING

2.43 ACRES

ASPHALT

GARAGE

DOG PEN

LIGHT POLE

WOOD FENCE

LOT LINE TO BE ABANDONED

PLEASANT POINT DRIVE AS SHOWN ON ABOVE REFERENCED PLAT.

EASEMENT TO TOMPKINS DB. 248, PG. 454

LOT 2
TOMPKINS

LOT 27

COUNTRY CLUB DRIVE 40' R/W

N/F TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOC. PROFIT SHARING PLAN & TRUST

SUSSEX COURT

PLEASANT POINT DRIVE 50' R/W

000630

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NO.	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

TREE LEGEND
LO = LIVE OAK
WO = WATER OAK
WH = WHITE OAK
B = BLUE
P = PINE
H = HICKORY
CH = CHERRY
PB = PRICKLY BERRY
PM = PALMETTO
LAU = LAUREL OAK
HO = HOLLY
C = CYPRESS WOOD
PI = PECAN
LO = LAUREL OAK

THIS PROPERTY IS LOCATED IN ZONE A-11 (EL. 13.62) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450085 0070 D, DATED 9/29/86.

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

N
MAG

YOUNG ADDITION

LOT #24, COUNTRY CLUB SECTION,
PLEASANT POINT PLANTATION SUBDIVISION

WILLIAM ALLISON ASSOCIATES
Architecture + Planning
1429 CHARLES STREET
Post Office Box 1481
Tallahassee, Florida 32302
(904) 681-0288

REVISIONS:

DATE:	11/22/95
JOB NO:	9506
DWN BY:	GH
DWG#:	9506.DWG

1

EXHIBIT D-29
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

EXHIBIT: D-30
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

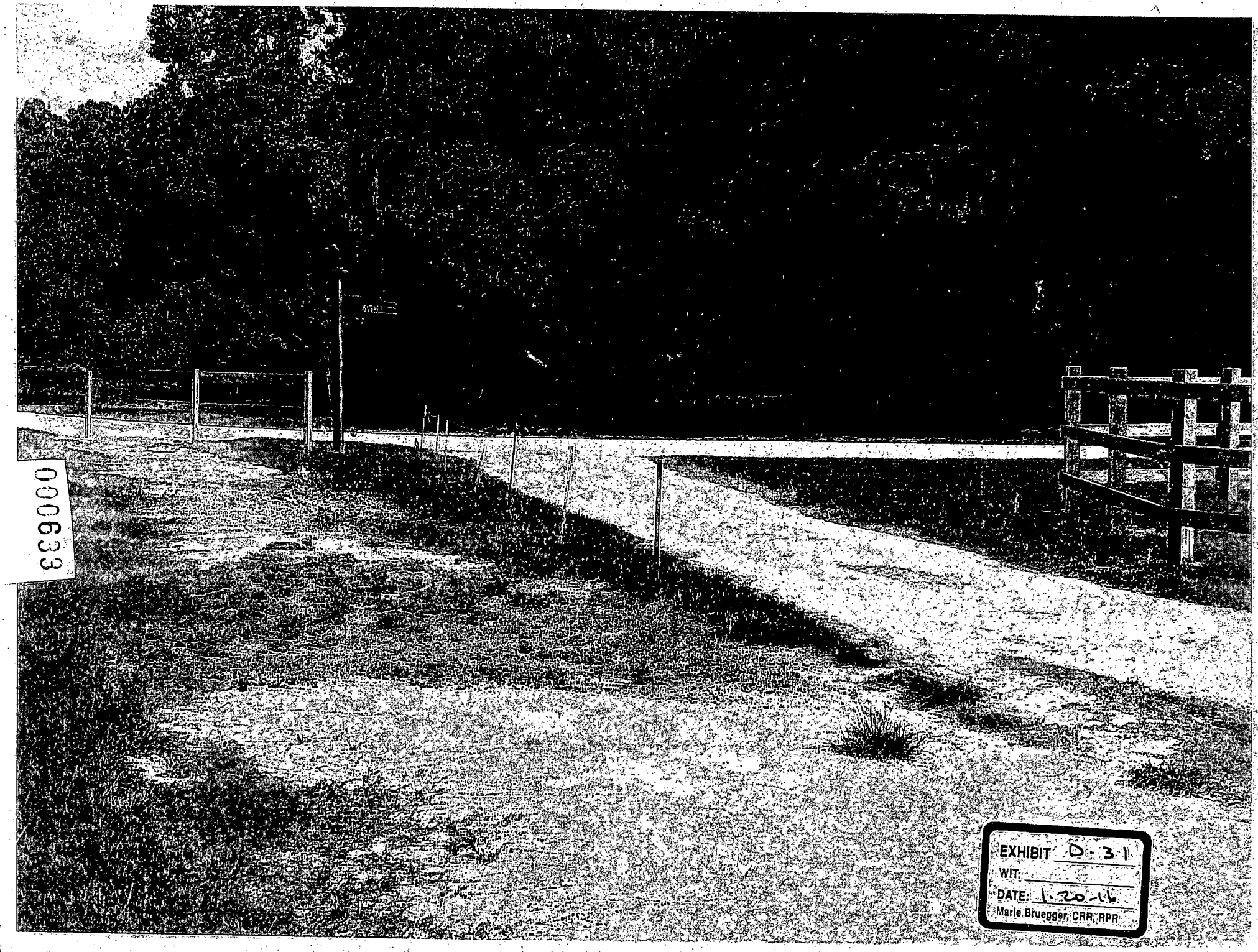

EXHIBIT D-31
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000633

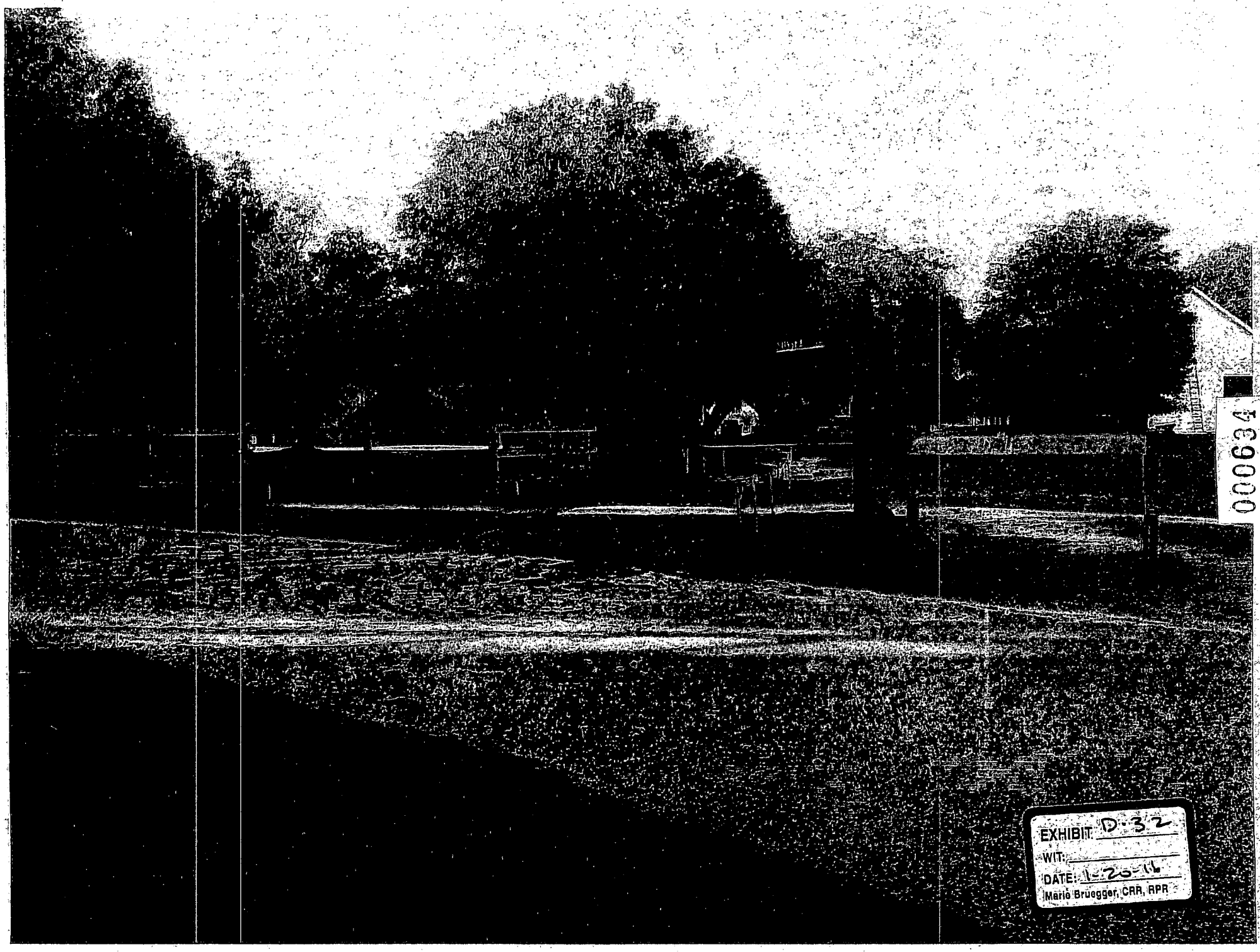

EXHIBIT D-32
WIT:
DATE: 1-25-11
Marie Bruegger, CRR, RPR

000634

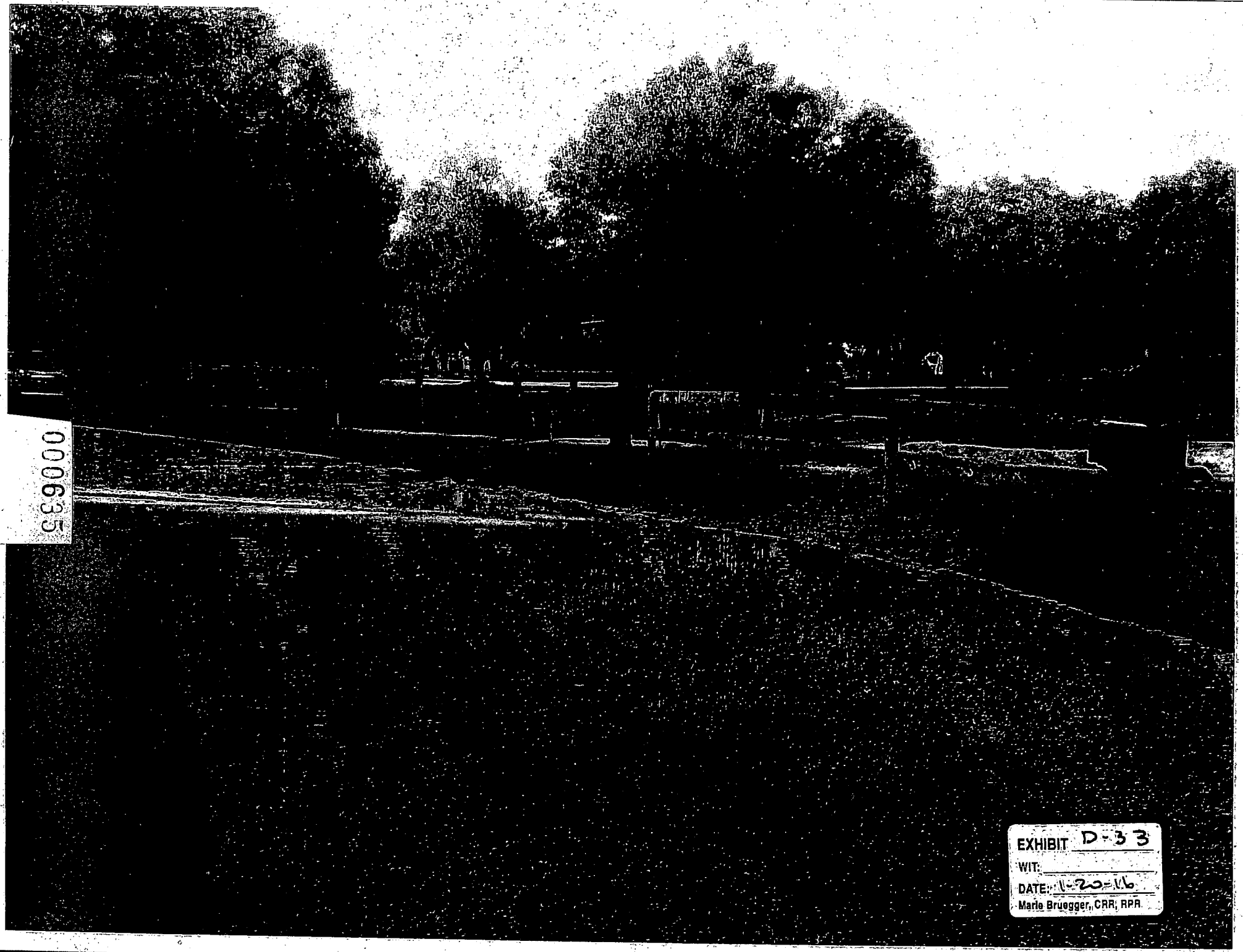

EXHIBIT D-33
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000635

EXHIBIT D-34
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

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EXHIBIT D-35
WIT:
DATE:
Marie Bruegger, CRR, RPR

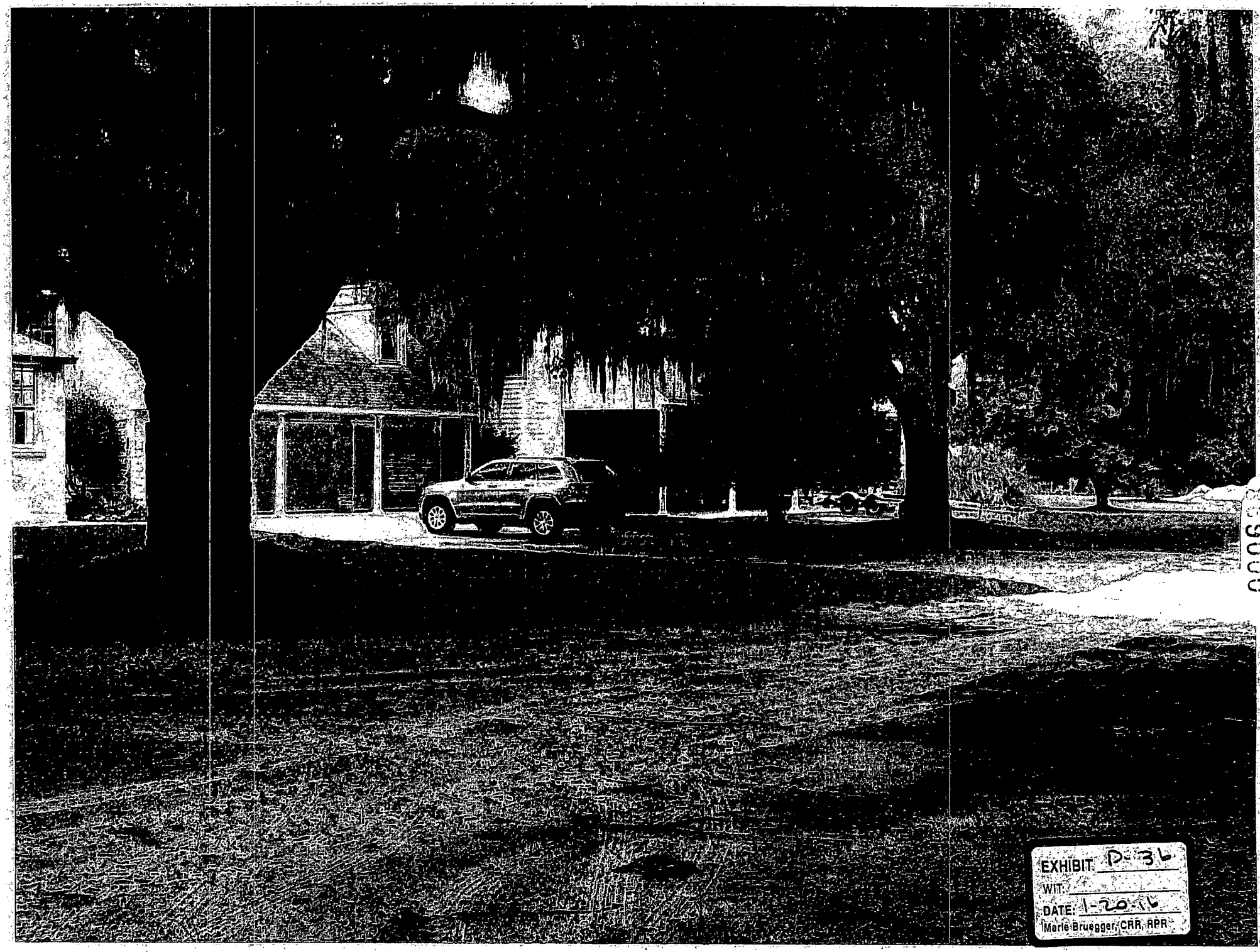


EXHIBIT: D-36
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000633

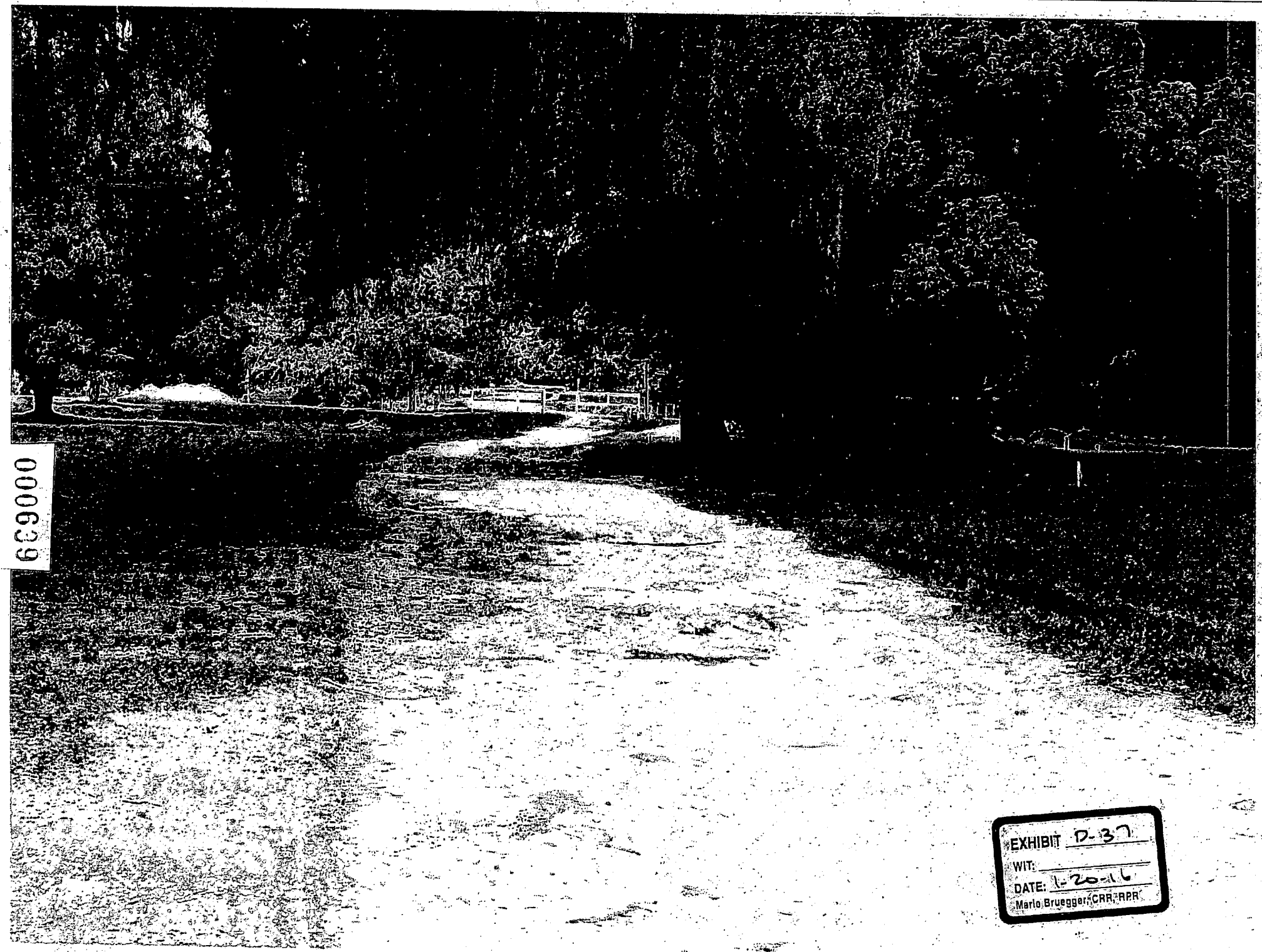


EXHIBIT D-37
WIT:
DATE: 1-20-16
Marlo Brueggen, CRR, RPR

000639

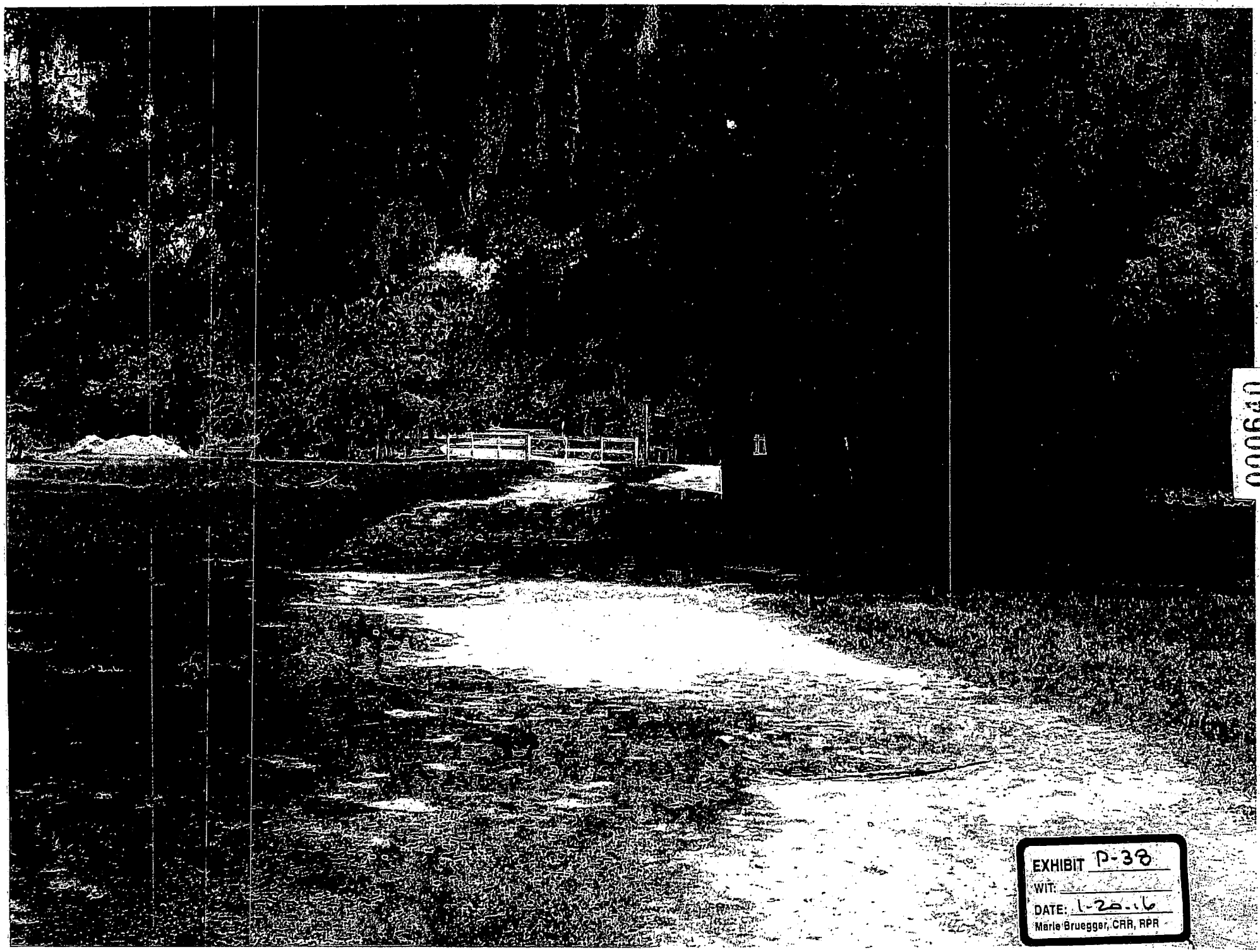


EXHIBIT P-38
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000640

000641

EXHIBIT D-39
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

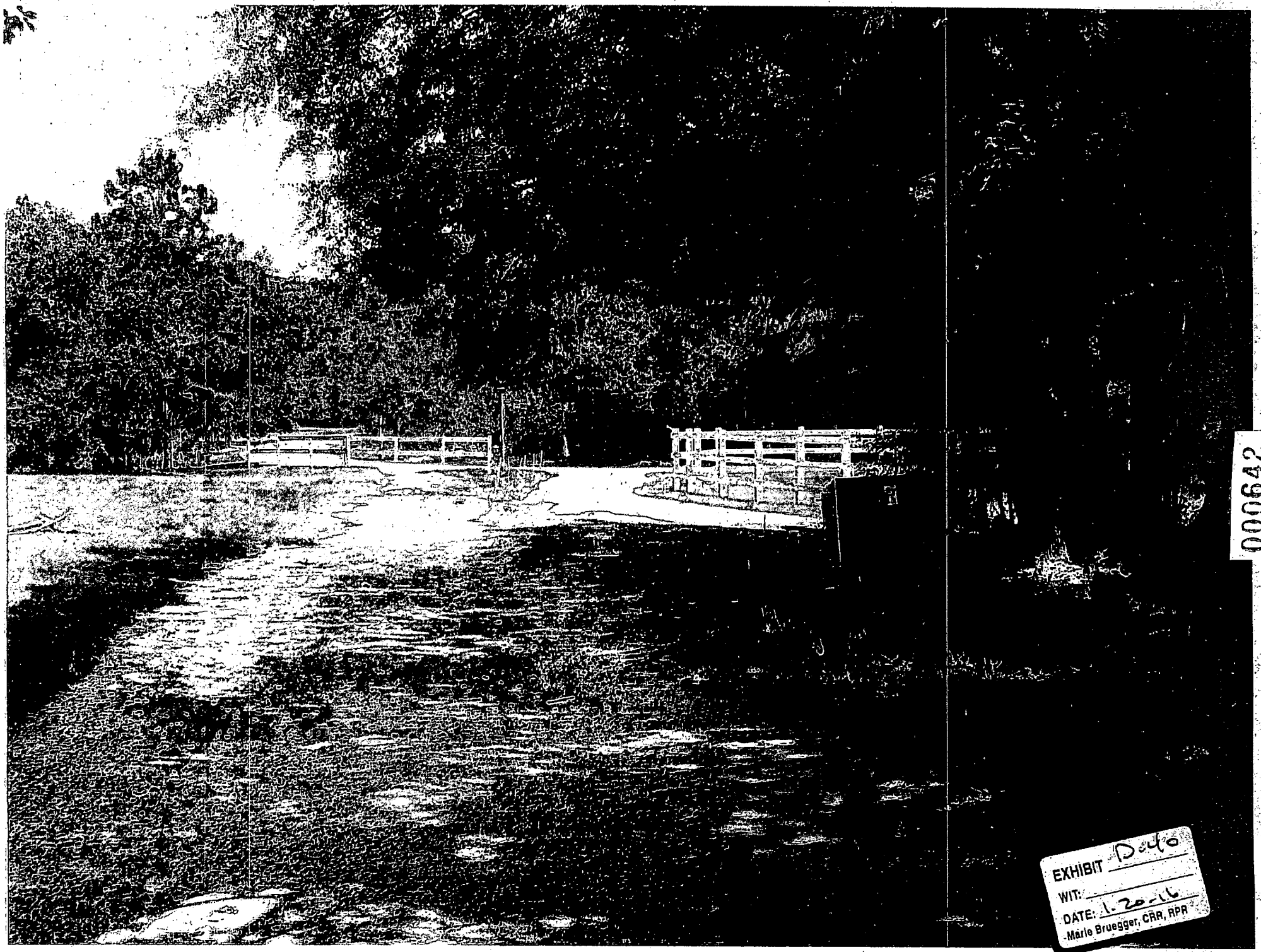


EXHIBIT D-40
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000642

000643

EXHIBIT D-41
WIT:
DATE: 1-20-16
Marla Bruegger, CRR, RPR

EXHIBIT D-42
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000644

EXHIBIT BR-43
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000643

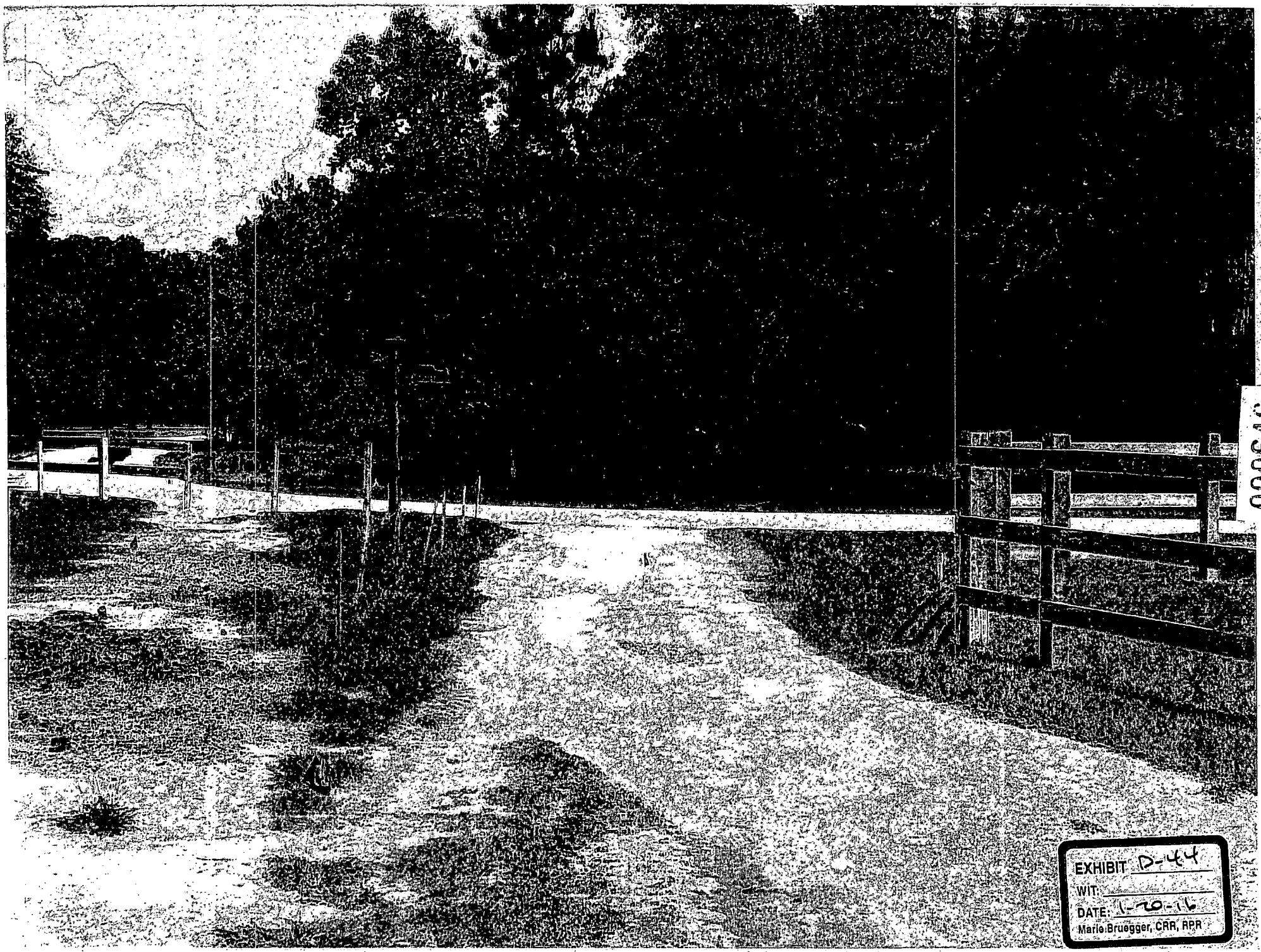


EXHIBIT D-44
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000646

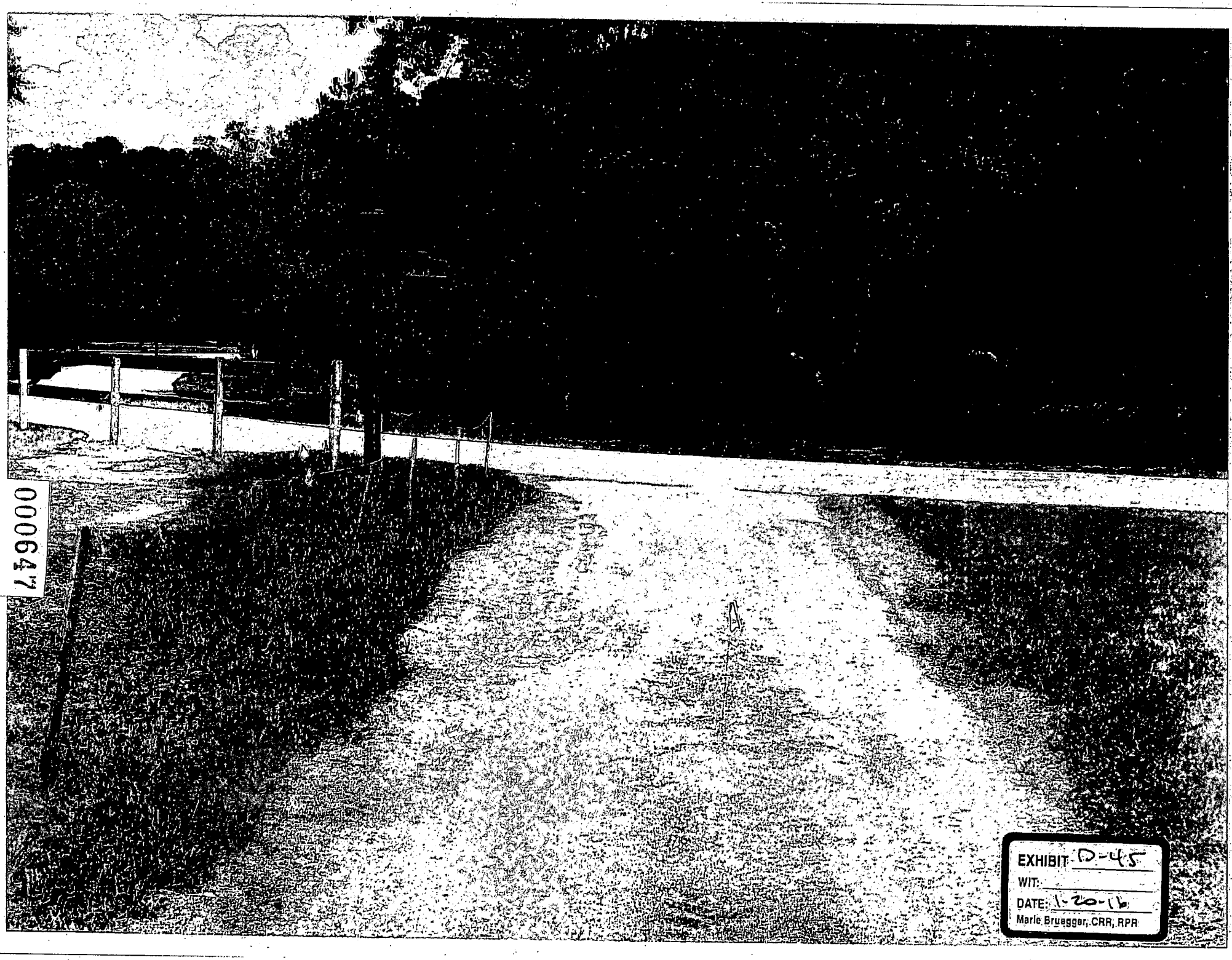


EXHIBIT D-45
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000647

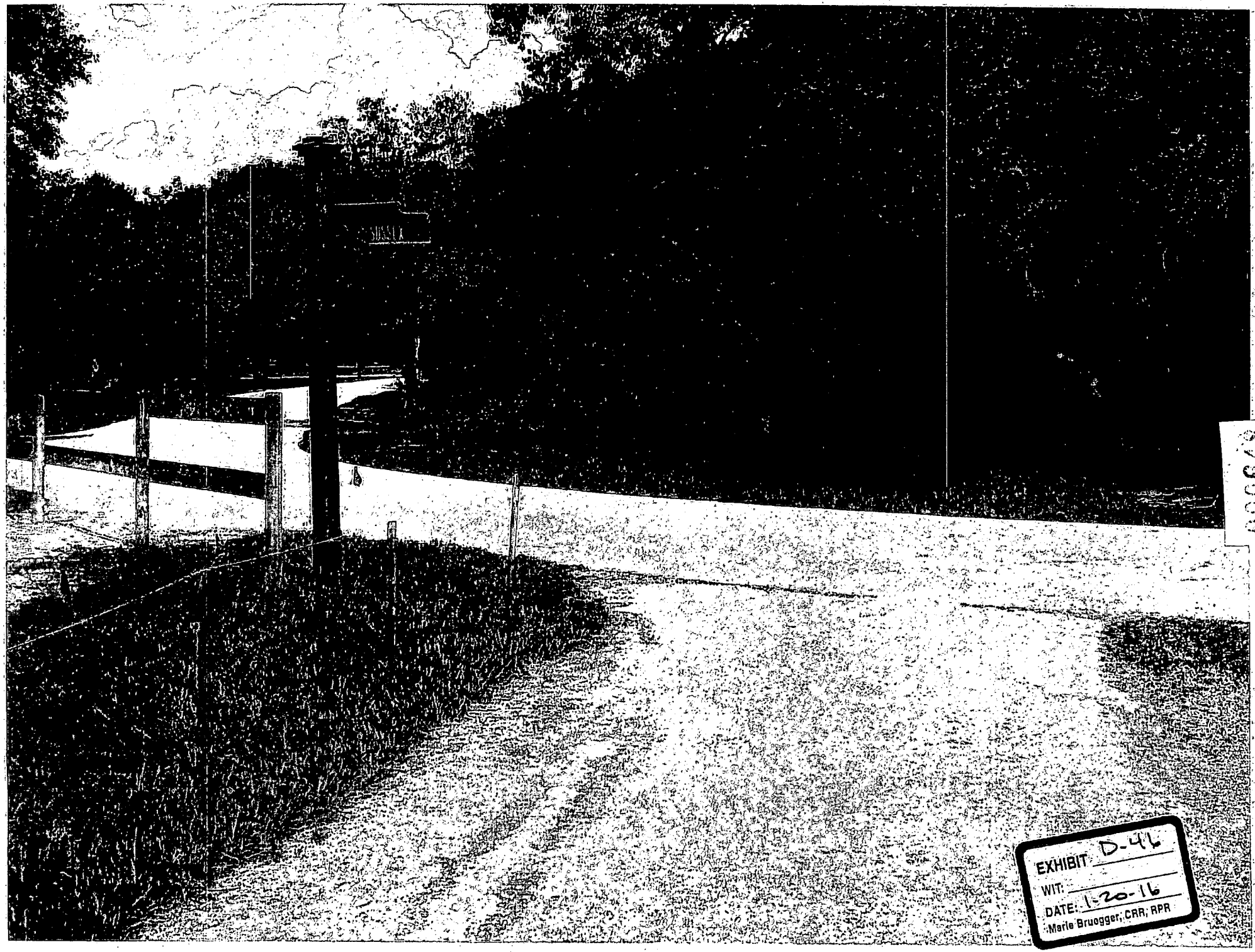


EXHIBIT D-46
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000648

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 05/15/2010

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	PLANTATION MIX				1 LOAD	LOAD	$1200.00	$1200.00
2	LABOR						$ 350.00	$ 350.00
			TOTAL DUE ON COMPLETION					$1550.00

EXHIBIT D-47
WIT:
DATE: 12-20-16
Marie Bruegger, CRR, RPR

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 07/14/2012

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	River Rock for driveway				1 LOAD	LOAD	$1125.00	$1125.00
2	LABOR						$ 140.00	$ 140.00
			TOTAL DUE ON COMPLETION					$1265.00

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 06/15/2013

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	Rock for driveway				1 LOAD	LOAD	$900.00	$900.00
2	LABOR						$ 140.00	$ 140.00
			TOTAL DUE ON COMPLETION					$1040.00

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 08/10/2013

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	Sand for driveway				1 LOAD	LOAD	$625.00	$625.00
2	LABOR						$ 140.00	$ 140.00
			TOTAL DUE ON COMPLETION					$765.00

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 06/22/2014

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	PLANTATION MIX				1 LOAD	LOAD	$1200.00	$1200.00
2	LABOR						$ 350.00	$ 350.00
			TOTAL DUE ON COMPLETION					$1550.00

Palmetto Coastal
LANDSCAPING AND HARDSCAPES

UNIT PRICE SCHEDULE
FOR
GUEST RESIDENCE
335 PLEASANT POINT DRIVE, BEAUFORT, SC 29907

DATE: 07/19/2014

ITEM NO.	ITEM	SIZE	HEIGHT	SPREAD	QTY.	UNIT	UNIT PRICE	EXTENSION
1	PLANTATION MIX				1 LOAD	LOAD	$1200.00	$1200.00
2	LABOR						$ 350.00	$ 350.00
			TOTAL DUE ON COMPLETION					$1550.00

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOURTEENTH JUDICIAL CIRCUIT**
COUNTY OF BEAUFORT	)	**Case No.: 2015-CP-07-1931**
JULIA TOMPKINS EWING,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ATTORNEY'S FEE AFFIDAVIT**
	)	
KEITH A. GUEST and STEPHANIE C. GUEST and PLEASANT POINT PROPERTY OWNERS ASSOC. INC.,	)	
	)	
Defendants.	)	
	)	

PERSONALLY APPEARED before me, H. Fred Kuhn, Jr., Attorney at Law, who being duly sworn states as follows:

1. I am over eighteen years of age and competent to give this affidavit.

2. I am the attorney of record for the Plaintiff in the above-captioned action.

3. I was admitted to the South Carolina Bar in 1980. Since that time, I have been engaged in private practice in Beaufort, South Carolina.

4. I am presently a member of the law firm of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina, and I am engaged in general practice of law, including family law.

5. I am and have been a member of the South Carolina Bar Association, Beaufort County Bar Association, and the American Board of Trial Advocates.

6. I am admitted to practice before all Courts of the State of South Carolina, including the South Carolina Supreme Court. I also am admitted to practice before the United States District Court for the State of South Carolina, United States Court of Appeals for the Fourth Circuit, and the United States Supreme Court.

EXHIBIT D-48
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

7. I have represented the Defendants, Keith Guest and Stephanie Guest in the proceedings which are pending before this Court.

8. I incorporate Rule 32 of the Rules of the South Carolina Supreme Court, which contains the Canon of Ethics regarding the setting of attorney's fees. I further call attention to the Court to relevant decisions by the Supreme Court of South Carolina concerning the factors that should be considered in the determination of the amount of fees to be awarded. A fee award should be based, among other things, upon the Court's files herein and the Court's knowledge of the litigation between these parties, which reflects the degree of difficulty of the services rendered, the time necessarily expended, the result accomplished, and other factors set forth by the Supreme Court of the State of South Carolina.

9. I am informed and believe that the time spent in these matters, as is more fully set forth hereinafter, was necessary for the protection of my client's interests in order to make the most concise and clear presentation of the issues to the Court as possible. This time and expense was necessarily expended by me in preparation for the hearing in this matter.

10. As of January 20, 2016 expenditures have been incurred by my firm and my client in the approximate amount of $8,440.00 billed at an aggregated rate of $300.00 per hour, plus expenses.

11. The foregoing time and expenditures have been computed as of January 20, 2016, including the date of the hearing regarding this matter, and I request that the Court take judicial notice of the travel time, costs and estimated trial time incurred on the date of this hearing.

12. Based not only on the time necessarily devoted to this case, but also upon the other criteria which have been held to be relevant in the setting of attorney's fees, costs and suit money, the undersigned, on behalf of my client, being joined on the execution hereof by my client, requests

that this Court review the file herein, together with this Affidavit, and grant judgment in favor of my client against the Plaintiff in a sum which may be determined by the Court to be reasonable for attorney's fees, costs and suit money, and that the Plaintiff be required to pay the same within a reasonable time as may be determined by the Court.

Further Affiant sayeth naught.

H. FRED KUHN, JR.

Sworn to before me this 20th day
of January, 2016

Notary Public for South Carolina
My Commission Expires:10/16/2022

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

01/20/16

Keith and Stephanie Guest
335 Pleasant Point Drive
Beaufort SC 29907

Account No: 300255-15
Statement No: 4

Ewing v. Guest, et al.

Interim Statement

Payments received after 01/20/16 are not included on this statement.

Fees

		Hours
07/27/15	Letter to Bob Bundy	0.40
07/28/15	Receipt of Letter from David Tedder	0.30
07/31/15	Receipt of Letter from Jim Grimsley	0.30
08/20/15	Review Pleadings	2.00
08/21/15	Preparation/Filing/Service Answer and Counterclaim	2.50
08/31/15	Receipt of Letter from Jim Grimsley	0.30
09/01/15	Preparation/Filing/Service of Memorandum in Opposition to Motion for Preliminary Injunction	2.00
09/04/15	Letter to Jim Grimsley and Chris Inglese; Preparation of Supplemental Memorandum	1.00
	Preparation/Filing/Service Supplemental Memorandum in Opposition to Preliminary Injunction	1.00
09/21/15	Letter to Client	0.30
11/24/15	Review Consent Order for Special Referee	0.50
12/01/15	Receipt of Letter from Jim Grimsley; Review Settlement Agreement	1.50
01/05/16	Revisions to Settlement Agreement	0.50
01/18/16	Meeting with Clients; Preparation for Trial	4.00
01/19/16	Meeting with Witnesses; Preparation for	

Keith and Stephanie Guest

01/20/16

Account No: 300255-15

Statement No: 4

Ewing v. Guest, et al.

	Hours	
01/20/16 Attendance at Trial (est)	6.00	
For Current Services Rendered	28.60	8,440.00

Recapitulation

Timekeeper	Hours	Rate
H. Fred Kuhn, Jr.	28.60	$295.10

Total Current Work 8,440.00

Balance Due $8,440.00

Billing History

Fees	Hours	Expenses	Advances	Finance Charge	Payments
8,440.00	28.60	0.00	0.00	0.00	0.00

A finance charge of 1% per month will be assessed

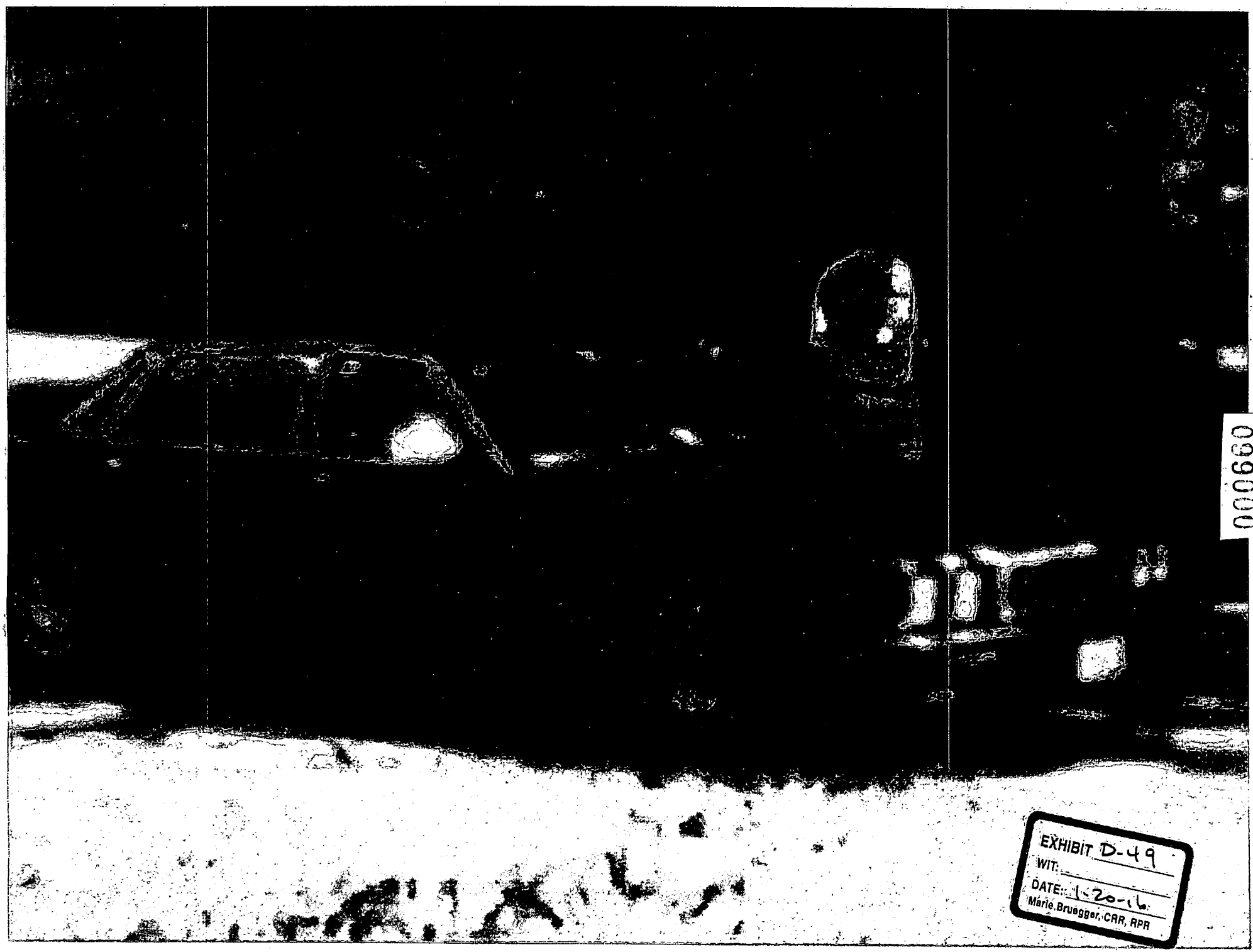


EXHIBIT D-49
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000660

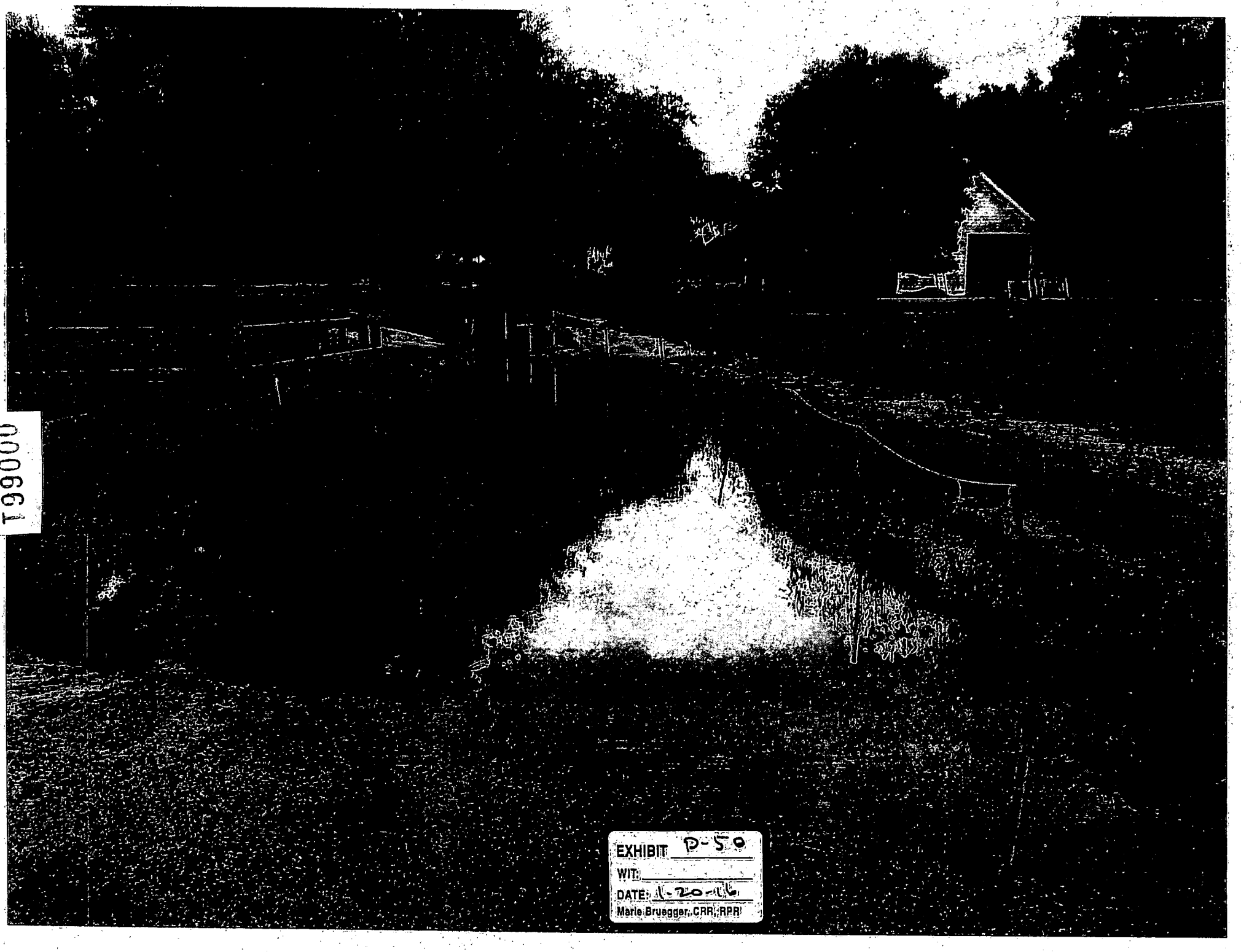


EXHIBIT D-50
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

199000

EXHIBIT D-51
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

000662

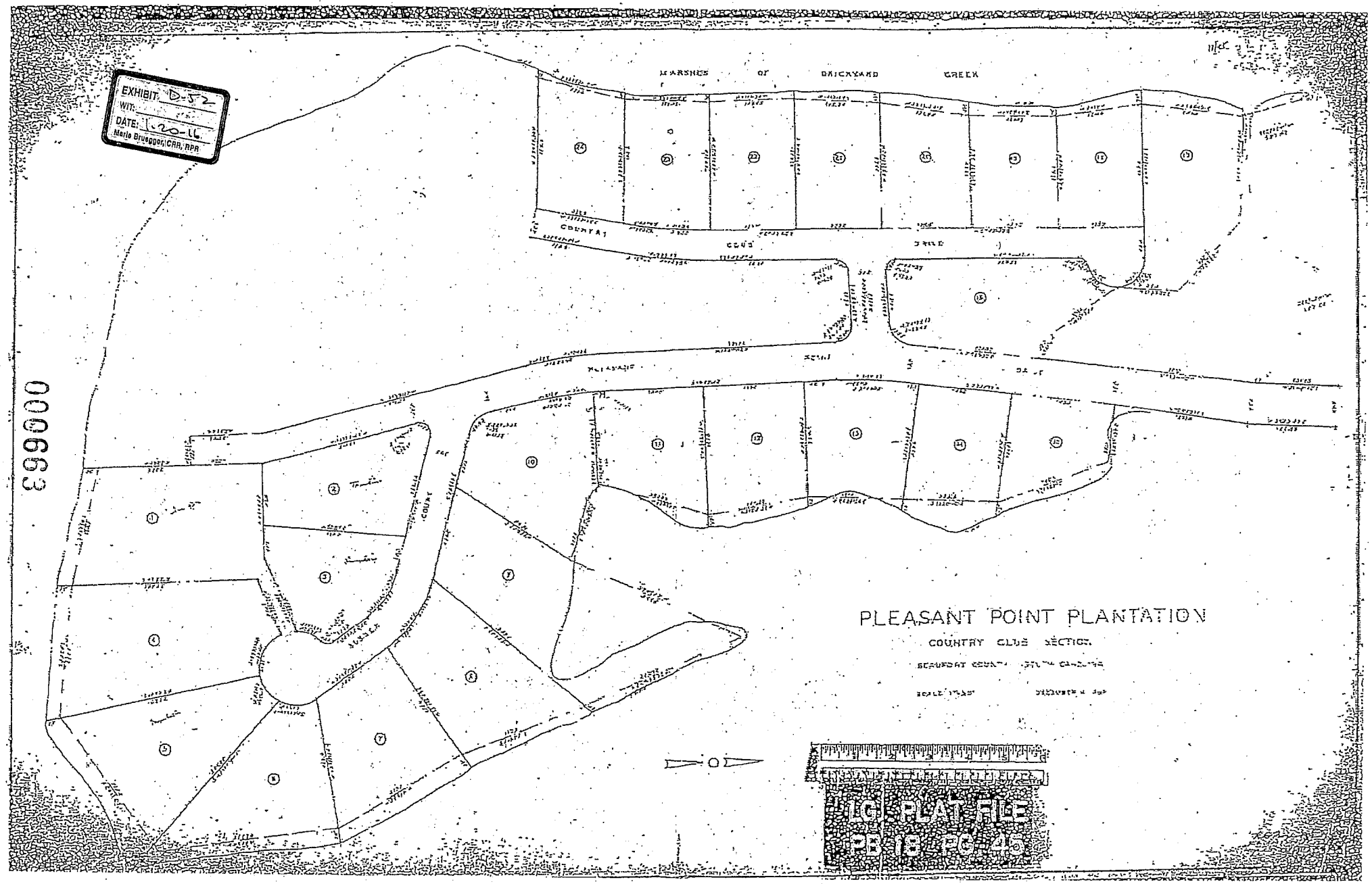


EXHIBIT: D-52
WIT:
DATE: 1-20-16
Marie Bruegger, CSR, RPR
MARSHES OF BRICKYARD CREEK
COUNTRY CLUB DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
LC PLAT FILE
PB 18 PG 45

099003

MAY 4, 2014 Mediated
settlement Agreement

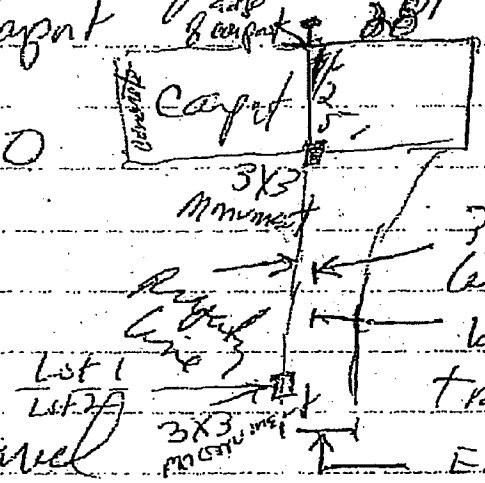
(no parking)

EXHIBIT D-53
WIT:
DATE: 1-20-16
Marie Bruegger, CRR, RPR

1) maneuvering area that carport is 38 feet wide, 1-25 feet deep (towards driveway) equal to carport width

2) costs are 50/50 split

3) Maintenance 50/50



4. 15 easement, travel are 3 feet off Ewing property line in general, but widens from bushes at corner 3X3 monument at boundary of Lots 1 and 2 to the 28 feet at carport with the beginning point being the area at Sussex ~~[illegible]~~ Court and boundary of Lot 2

OK-SGR

5. ~~Parties to use best efforts at to have case 99-CI-07-1672 opened to receive settlement~~

SGR KAG AT EXPENSE of Mrs Ewing

000664

6) Parties to seek reasonable quotes for installation of road using best efforts

7) Parties also to prepare a new agreement, new easement, obtaining quit-claims from Pleasant Point POA

8) Old easement to be abandoned by parties

9. Current Drive to be used until new road completed

10. Both parties will cooperate and jointly sign/apply for permit to build road

Keith Crosby
Skidmore C Hurst

Julie Tompkins Ewing

PLEASANT POINT
PROPERTY OWNERS ASSOCIATION

March 31, 2006 (2:44pm)

Mr. Roi Young
524 First Avenue South
Lewiston, MT 59457

Subject: Pleasant Point Drive

Dear Mr. Young:

I shared your letter of March 7th with the Board of Directors. Their position has not changed as they cannot justify spending $19,800.00 for the exclusive benefit of two (2) property owners.

I am certain that they will approve any satisfactory plan you, Ms. Tompkins or you and Ms. Tompkins propose for improvement at your expenses.

I will notify you, if anything comes to my attention that suggests other options.

I am enclosing a survey of the area in question for your use.

Sincerely,

Laurance H. Davis Jr.,
Association Manager

EXHIBIT D-1
WIT: PPP
DATE: 1-20-16
Marie Bruegger, CRR, RPR

P.O. Box 1225 • Beaufort, SC 29901 • (843) 524-2207

PLEASANT POINT
PROPERTY OWNERS ASSOCIATION

August 16, 2005

Mr. Roi Young
335 S. Pleasant Point Drive
Beaufort, S. C. 29907

Re: Drive Ways

Dear Mr. Young:

After receiving your most recent inquiry concerning the driveways and the possibility of building an extension to Pleasant Point Drive, the board ask that I make a report to them at their monthly meeting held August 11, 2005.

We reviewed the plats of 1969 forward and recognize a proposed extension of Pleasant Point shown. We also reviewed the by-laws of 1981 that addressed the association's responsibility to pave certain existing roads previously unpaved by earlier developers.

After a thorough discussion the board determined that there is no road to be paved and they had no obligation to build a road.

The quote obtained from REA Construction Company in January of this year was $19,800.00 to build and pave the extension.

The board determined that they could not justify spending $19,800.00 of association funds to serve two owners. They also noted that each of you have access to your properties from established roads.

The board also acknowledges that they have no authority to intervene in matters concerning any perceived encroachment on private property.

Sincerely,

Laurance H. Davis
Manager

cc: BOD
Julia Tompkins

EXHIBIT D-2
WIT: RPP
DATE: 1-20-16
Marie Bruegger, CRR, RPR

P.O. Box 1225 • Beaufort, SC 29901 • (843) 524-2207

PLEASANT POINT
PROPERTY OWNERS ASSOCIATION

August 16, 2005

Mrs. Julia Tompkins
6 Sussex Court
Beaufort, S. C. 29907

Re: Drive Ways

Dear Mrs.Tompkins:

Mr. Young wrote the Board as to any plans they had for resolving the issue of a road between your houses.

After receiving your most recent inquiry concerning the driveways and the possibility of building an extension to Pleasant Point Drive, the board ask that I make a report to them at their monthly meeting held August 11, 2005.

We reviewed the plats of 1969 forward and recognize a proposed extension of Pleasant Point shown. We also reviewed the by-laws of 1981 that addressed the association's responsibility to pave certain existing roads previously unpaved by earlier developers.

After a thorough discussion the board determined that there is no road to be paved and they had no obligation to build a road.

The quote obtained from REA Construction Company in January of this year was $19,800.00 to build and pave the extension.

The board determined that they could not justify spending $19,800.00 of association funds to serve two owners. They also noted that each of you have access to your properties from established roads.

The board also acknowledges that they have no authority to intervene in matters concerning any perceived encroachment on private property.

Sincerely,

Laurance H. Davis
Manager

cc: BOD
Roi Young

EXHIBIT D-3
WIT: P.P.P
DATE: 1-20-16
Marie Bruegger, CRR, RPR

P.O. Box 1225 • Beaufort, SC 29901 • (843) 524-2207

James Grimsley

To: bob@bundyinc.com; John Marsh (jjmarsh966@gmail.com)
Subject: FW: PPP / Guest / Ewing

Per tel con this morning – FYI.

From: James Grimsley
Sent: Thursday, March 20, 2014 10:37 AM
To: dave@tedderlawoffice.com; cory@mossandkuhn.com
Subject: PPP / Guest / Ewing

Dave and Cory –

The Pleasant Point Property Owners Association is agreeable to relinquishing, via quitclaim instrument, any interest it still may hold in the property which is the subject of the dispute between your respective clients. Once you have it worked out between yourselves, please provide me with a draft of the document you would like for PPPOA to execute. With this, I don't see any reason for the Association to participate in the contemplated mediation or further proceedings.

Thanks.

Jim Grimsley
3/20/14

James A. Grimsley, III
Tupper, Grimsley & Dean, P.A.
611 Bay Street (29902)
Post Office Box 2055
Beaufort, South Carolina 29901
843-524-1116-phone
843-524-1463-facsimile
jimgrimsley@tgdpa.com

EXHIBIT D-4
WIT: PPP
DATE: 1-20-16
Marie Bruegger, CRR, RPR

In the Matter Of:

Ewing, Julia Tompkins v Guest, Keith, et al

Hearing

May 20, 2016

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1980 - 2015

1 STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
2 COUNTY OF BEAUFORT
3 JULIA TOMPKINS EWING,
4 Plaintiff,
5 vs. CASE NO. 2015-CP-07-1931
6 KEITH A. GUEST and
STEPHANIE C. GUEST and
7 PLEASANT POINT PROPERTY
OWNERS ASSOCIATION, INC.,
8
Defendants.
9
HEARING
10 BEFORE: STEPHEN A. SPITZ, Judge
11 DATE: May 20, 2016
12 TIME: 9:27 AM
13 LOCATION: City Municipal Court
1901 Boundary Street
14 Beaufort, SC
15 REPORTED BY: MARIE H. BRUEGGER, Registered
Professional Reporter, CRR
16
17
18
19
20
21 A. WILLIAM ROBERTS, JR., & ASSOCIATES
22 Fast, Accurate & Friendly
23 Charleston, SC (843)722-8414 | Hilton Head, SC (843)785-3263 | Myrtle Beach, SC (843)839-3376
24
Columbia, SC (803)731-5224 | Greenville, SC (864)234-7030 | Charlotte, NC (704)573-3919
25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
JULIA TOMPKINS EWING:

3

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4 BY: DAVID L. TEDDER
604-A Bladen Street
5 Beaufort, SC 29902
(843)521-4222
6 dave@tedderlawoffice.com

7 INGLESE & ASSOCIATES
BY: CHRISTOPHER INGLESE
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Charleston, SC 29412
9 (843)277-9785
chris@ingleseandassociates.com

10

ATTORNEYS FOR THE DEFENDANTS
11 KEITH A. GUEST and STEPHANIE C. GUEST:

12 MOSS, KUHN & FLEMING, PA
BY: H. FRED KUHN, JR.
13 1501 North Street
Beaufort, SC 29901
14 (843)524-3373
fred@mossandkuhn.com

15

16

17

18

19

20 (INDEX AT REAR OF TRANSCRIPT)

21

22

23

24

25

1 THE COURT: This is Ewing versus
2 Guest, Round 2, and there are two motions that
3 have been filed, motions for reconsideration, one
4 by each side.
5 And this is what I thought we would
6 do, unless there's some objection, take their
7 motion first, who I'm pointing, that's not a very
8 good indication in the record, Fred Kuhn's motion
9 first because it was filed first and take your
10 motion second because it was filed second.
11 And what I thought, subject to
12 counsel's suggestions or objections or anything
13 else, is that we would divide it up ten minutes on
14 this side, 15 minutes on that side, and five
15 minutes for rebuttal on this side again. That way
16 each side gets 15 minutes. Since they're the
17 moving party, they go first.
18 I'm not married to this suggestion,
19 but if this is acceptable to everybody, ten, 15,
20 and five, and then when we get to your motion,
21 it's the same numbers, it's just reversed, you go
22 first ten. You don't have to use the whole ten,
23 you don't have to use the whole 15, but I just
24 thought that would be a useful way to at least
25 approach it, subject to discussion from counsel.

1 MR. KUHN: Your Honor, I would like to
2 have more than ten minutes. It's going to take
3 me --
4 MR. TEDDER: I think he should only
5 have five, but I'll leave it with whatever the
6 Court says.
7 THE COURT: Do you want 15?
8 MR. KUHN: I would prefer 20, Your
9 Honor. I plan to go through some --
10 THE COURT: I have no problem at all
11 with going with 20 --
12 MR. KUHN: I'll go very quickly.
13 THE COURT: -- unless you have an
14 objection.
15 MR. TEDDER: Your Honor, this is your
16 courtroom. Give him as much time as you feel is
17 appropriate.
18 THE COURT: You've got 20, okay. And
19 by the way, you have 20 to start on your motion.
20 You don't have to use it all, but let's keep it
21 equal for each side.
22 MR. KUHN: Fair enough.
23 THE COURT: We don't have a bailiff,
24 but I will try informally to keep track, but if it
25 turns out it's 20, and you really want to go a few

1 more minutes, why not, okay.
2 MR. KUHN: I realize you're the one
3 I'm trying to convince, and it's your patience I
4 do not want to exacerbate.
5 THE COURT: I taught law students for
6 more years than I want to admit and still do as an
7 adjunct professor up at USC law school. You don't
8 have any idea. You couldn't begin to get me
9 impatient compared to that particular audience
10 over the years.
11 MR. KUHN: I have a hazy recollection
12 of what being a law student was like.
13 Your Honor, I'm going to refer to a
14 number of documents. May I pass up a copy?
15 THE COURT: Sure.
16 MR. TEDDER: Fred, can I -- since I
17 haven't seen those, are these exhibits of
18 already-admitted documents?
19 MR. KUHN: This is the chain of title.
20 There's one -- actually, there's two pages in
21 there that are not admitted that I drew on that
22 are exhibits that I drew on. There's a plat, and
23 I wrote on the plat to --
24 MR. TEDDER: My point is the record is
25 the record, Your Honor. That's what I -- this is

1 not a retrial at this point.
2 THE COURT: I understand that totally,
3 and that's not --
4 MR. TEDDER: And that's why I don't --
5 we've already had problems in reviewing this with
6 the number of exhibits that we have that we've
7 already admitted, and to have a second set of
8 reference numbers is going to make it even more
9 confusing.
10 THE COURT: Is this marked similar to
11 the exhibits that were in the first trial?
12 MR. KUHN: No, because those were
13 helter-skelter, and these are in order.
14 THE COURT: Okay. I understand.
15 MR. KUHN: I think it makes more sense
16 if I take --
17 THE COURT: Why don't we take five or
18 ten minutes now, and first --
19 MR. TEDDER: If we can cross-reference
20 them. I think that's my issue is the lack of a
21 cross-reference.
22 THE COURT: Let's first have you take
23 a look at it, and then see if everybody can, with
24 the help of a great court reporter,
25 cross-reference these to the exhibits that have

1 already been introduced into the trial. I'm not
2 particularly concerned that you wrote on two
3 pages, I'm really not, but that's up to opposing
4 counsel. Why don't you two guys get together, and
5 let me hand it back to you.
6 MR. KUHN: Your Honor, that may take
7 quite a while, quite frankly. These are all the
8 deeds and all the plats.
9 THE COURT: Well, I've got a list of
10 exhibits right here starting with -- this is from
11 the court reporter. How long would it take to
12 just mark them again?
13 MR. KUHN: How about we just mark
14 this. If it turns out later on there's nothing in
15 the record, just don't consider it.
16 MR. TEDDER: I don't consider these to
17 be admissions of new evidence.
18 THE COURT: Nor do I.
19 MR. KUHN: Nor do I.
20 THE COURT: Okay.
21 MR. TEDDER: What I'm looking at is
22 trying to make certain that if I have to refer to
23 these later in some other filing --
24 MR. KUHN: This is exhibits to --
25 MR. TEDDER: -- that I have

1 consistency of what that is, so subject to us
2 trying to identify that this first one, which is
3 the deed into General Tompkins, is Exhibit
4 whatever --
5 THE COURT: If we have an
6 understanding that we can put on the record that
7 there's nothing new in here from the trial, this
8 is in a different order, but there is -- we have a
9 representation from counsel, which I accept as
10 100 percent accurate, as I would accept anything
11 you said as 100 percent accurate on this kind of
12 thing. These are already exhibits. We don't have
13 the right numbers, but they're already exhibits in
14 this case.
15 MR. TEDDER: And if we could, as he
16 argues about them or with them, if we just use the
17 recorded information, that is our ultimate
18 cross-reference. This first one is --
19 MR. KUHN: Your Honor, every page in
20 here is numbered, so we can just refer to the page
21 numbers. It'd be very easy to figure out. If
22 I've got to recite the page numbers and the date
23 recorded, I'm going to use up my 20 minutes.
24 THE COURT: Your 20 minutes hasn't
25 started. You don't have to worry about --

1 MR. KUHN: I mean, what I can say is
2 Page 1 is the deed to General Tompkins from
3 Pleasant Point Plantation.
4 THE COURT: And I'm not worried about
5 the 20 minutes, honestly. I want to hear the
6 arguments.
7 The whole purpose -- this is for the
8 parties. The whole purpose for this hearing, in
9 all candor, is to set up probably -- the next step
10 after a Rule 59 is an appeal. That's just the way
11 the process works. I'm not saying either side's
12 going to appeal. I'm not saying both sides are
13 going to appeal.
14 I'm just saying that's the general
15 purpose for this kind of motion, and I'm
16 comfortable that each side should get the
17 opportunity to argue whatever it is they want to
18 argue in this particular hearing, as long as they
19 refer to documents that have already been put into
20 the record, that that really is -- we're not
21 retrying the case; we're reconsidering the order
22 that I wrote.
23 By the way, it's always kind of
24 humbling, you know. One side says: Spitz, you
25 only made 54,000 mistakes on the order, and the

1 other side says: And you need to add 24,000 new
2 things to the order, but other than that, it's
3 kind of nice to just listen to what people think
4 of the order. So I'm comfortable with this.
5 MR. KUHN: Your Honor, may I suggest
6 if we can mark this as an exhibit to this hearing,
7 all these pages are numbered, that would be clear
8 what we're talking about here today. I believe
9 everything in this package is in the record. I
10 may be wrong. If I am wrong, then obviously it's
11 not in the record by us referring to it today,
12 can't put it in the record today, but there are
13 two pages I drew on that are not in the record,
14 but they're for illustrative purposes only, and
15 that way we've got a complete package. And the
16 perfect counter if I refer to something that's not
17 in the record is --
18 THE COURT: Can you show opposing
19 counsel the two pages that you drew on?
20 MR. TEDDER: I've looked at them.
21 He's taken a plat, and he's drawn on it, which I
22 think it's just because he's used it as an
23 illustration for his argument, just presuming
24 that.
25 But what I was just looking at, I

1 don't know what was actually admitted into
2 evidence without having an exhibit list and
3 looking at this and determining if it is. With
4 the stipulation if it was not admitted in the
5 prior trial, you'll ignore that --
6 THE COURT: Yes, absolutely.
7 MR. TEDDER: I can -- I don't want to
8 hold us up and get stuck in the mud trying to get
9 going, but I was just handed, quite frankly, 150
10 pages of documents that I --
11 THE COURT: I don't have any problem
12 whatsoever telling you if it wasn't admitted at
13 the trial, I am not going to consider it in any
14 way, shape, or form on this particular hearing.
15 (DFT. EXH. 1, Package of Documents,
16 was marked for identification.)
17 MR. TEDDER: You said you had an
18 exhibit list up there?
19 THE COURT: Yeah.
20 MR. TEDDER: I don't know that I
21 brought mine. Can I just look at it for one
22 second?
23 THE COURT: Sure.
24 By the way, I thought we would -- I
25 doubt that I am going to rule on anything today.

1 I mean, that's possible, but I really doubt it.
2 I'm going to listen carefully and take notes.
3 I'm going to ask the court reporter,
4 with the agreement of counsel, to type it up
5 again, just like she did last time. I'm going to
6 take the copy of what was said here today and
7 promptly, within ten days, deal with both motions.
8 I don't have any idea at all what I'm
9 going to do. I could write something saying my
10 first order was swell, and I affirm it completely,
11 totally, and that's the end of that, and I've
12 considered and rejected everybody's arguments on
13 both sides.
14 I could actually write an order saying
15 I might change the following things after
16 listening to the argument and reading the
17 argument. It's even possible I could
18 substantially change the order. All those things
19 are possible.
20 Since we're just chatting
21 hypothetically, let me say one more thing for
22 whatever it's worth on the record. If I don't
23 know what I'm going to do, which, of course, I
24 don't, just think about this: If the next step
25 really is an appeal, you'll have three strangers,

1 and they won't give counsel 20 minutes and then 15
2 minutes and then -- they follow very strict rules,
3 and you'll have three wonderful strangers. I
4 respect everybody on the Court of Appeals, and I
5 know them, and they'll decide this case.
6 So in a way, it's kind of another
7 opportunity at some point for everyone to sit down
8 and say do I really think this is going to go on
9 and on and on, and is it really better for me, or
10 is it better to somewhat take control of it and
11 actually settle it not on terms that you're
12 100 percent happy about, but on terms that
13 actually were. It's just an opportunity.
14 I'm not pushing settlement, and I'm
15 not telling you to settle. As a matter of fact, I
16 don't have the authority to tell you to settle.
17 I'm just simply saying that really is an
18 opportunity to at least think about it.
19 MR. KUHN: Your Honor, before I start,
20 I think we should maybe clarify one thing on the
21 record. This is Ewing versus Guest and the
22 Pleasant Point Property Homeowners Association,
23 which is represented by Mr. Grimsley.
24 THE COURT: Yes.
25 MR. KUHN: And I see he's not here

1 today, and I'm assuming that's voluntary on their
2 part.
3 THE COURT: I'm assuming so too.
4 Didn't he send us all an email saying that he was
5 happy to be kept in the loop, but he wasn't
6 attending today?
7 MR. KUHN: That's my understanding,
8 Your Honor.
9 THE COURT: To attend this hearing.
10 MR. KUHN: That he was notified and --
11 THE COURT: Does that help you?
12 MR. TEDDER: It does. I wanted to
13 double-check just a couple things to refresh my
14 memory.
15 MR. KUHN: May it please the Court.
16 THE COURT: Wait for just one more
17 minute until they take another look at something,
18 and then it certainly will please me, okay, but
19 I've just got to wait to make sure that they're on
20 the same page.
21 The only thing I can say about this
22 process, for whatever it's worth, it's really much
23 better than a couple of centuries ago when people
24 took out guns, separated by a number of steps, and
25 tried to shoot each other. That's another way to

1 resolve the case, but that's got a lot of
2 collateral consequences that aren't that great.
3 MR. TEDDER: I think I'm ready, Your
4 Honor.
5 THE COURT: Okay.
6 MR. KUHN: May it please the Court,
7 Your Honor, Fred Kuhn. I'm here on behalf of
8 Keith and Stephanie Guest.
9 I respectfully submit, Your Honor,
10 that the proper resolution to this matter is to
11 find and conclude that the Ewings' access to
12 Lot 1, on which their home is located, is off of
13 Sussex Court, as shown on the original plat of the
14 subdivision, that the 40-foot road that was
15 located to the west of their property has never
16 existed in fact and existed on paper for only a
17 short period of time and long ago was abandoned
18 and surrendered and is no longer in existence, and
19 that the easement that was granted to their
20 predecessors in title, General and Mrs. Tompkins,
21 expired on their passing.
22 What I would like to do, Your Honor,
23 your order seems to be focused very heavily on the
24 proposition that when a subdivision is created,
25 and roads are platted out, and a lot is sold, an

1 easement is created over those roads, and a right
2 to use those roads is created. And that is an
3 overly simplistic but correct general statement of
4 the law. The primary focus should be, number
5 one -- two parts -- was an easement created over
6 these roads, and secondly, what is the scope of
7 the easement that was created over these roads.
8 The Carolina Land Company versus Bland
9 case, the Murrells Inlet versus Ward case
10 emphasized that this is an implied easement, and
11 when you look at an implied easement, the primary
12 focus, the sole focus, in fact, is the intent of
13 the parties.
14 And you look first at the intent to
15 see was an easement created, and that's a matter
16 of law, and secondly, you look to see, well, if an
17 easement was created, what was the scope of that
18 easement, and that's a matter of equity.
19 The scope of the easement that was
20 created I think is critical in this case, and it
21 is overly simplistic to say that they got an
22 easement for purposes of ingress and egress simply
23 because the road adjoins their property.
24 And I think to see that, you need to
25 look at the chain of title, but we also get in

1 this case issues of abandonment of a road,
2 prescriptive or adverse possession of the road by
3 my clients and their predecessors in title, as
4 well as conversely on behalf of the Ewings and
5 their predecessors in title.
6 So I think that what I have to do, and
7 it's a little bit tedious, which is why I wanted
8 20 minutes, is run through the chain of title.
9 THE COURT: You got it. I'm with you.
10 I understand what you're saying.
11 MR. KUHN: If you look at the package
12 of documents, every page is numbered, and just
13 very briefly, we start off with the transaction on
14 Page 1 from Pleasant Point Plantation to General
15 and Mrs. Tompkins.
16 The first deed is for Lot 1. The
17 second deed, which starts on Page 5, is for Lots 2
18 and 3. These deeds reference a plat recorded at
19 Plat Book 18, Page 45, which is on Page 8.
20 This plat shows Lot 1, on which their
21 residence is located. It shows Pleasant Point
22 Drive coming up to and proceeding southerly until
23 it adjoins Lot 1, and then it shows a long, narrow
24 strip of land going from Lot 1 to Sussex Court.
25 And I respectfully submit that there's

1 clear, reasonable, and a greater weight of
2 preponderance of the evidence that the intended
3 access to Lot 1 is that stretch of land that
4 proceeds from Lot 1 to Sussex Court; otherwise, it
5 would be nonexistent.
6 It makes no sense otherwise. There's
7 no other reason that strip of land would be there.
8 There is absolutely no conceivable explanation for
9 that strip of land other than it was intended to
10 be the driveway to Lot 1 off Sussex Court.
11 So when you state that, this plat was
12 created, the deed references this plat, this plat
13 shows roads. Granted, that's the matter of law --
14 that's the existence of a right to use the road.
15 Now we look at what is the scope, in
16 other words, was it the intent of the parties that
17 Pleasant Point Drive would be the access point to
18 Lot 1, and looking at that, applying the greater
19 weight of preponderance of the evidence, I think
20 it's clear, from just looking at this plat on its
21 face, that the intended access is off Sussex
22 Court; otherwise, that particular configuration of
23 this lot makes no sense.
24 Couple that with the testimony of the
25 developer, Mr. Branning, who testified that the

1 intended reason for that extension of Pleasant
2 Point Drive was not to access Lot 1, it was
3 intended to access the unlotted, unplatted large
4 piece of property on which the Manor House at that
5 time was located, and that's reinforced if you go
6 through the chain of title.
7 The next deed plat that's recorded is
8 on Page 9. This is the same as the prior plat,
9 except you'll see two lots were added, Lots 23 and
10 24, but same basic configuration. But again, the
11 access to Lot 1 off Sussex Court is repeated in
12 this plat.
13 The very next plat that's recorded,
14 and this is in April of 1974, this is on Page 10
15 and 11. It's a large plat, so these two pages
16 encompass the entire plat. This is Plat 22,
17 Page 109.
18 You'll see that very shortly after
19 that road that's in dispute was created -- this is
20 just a few years later -- this whole subdivision
21 is replatted. And I've blown up on Page 12 that
22 the part of this plat at 22, Page 109 we're
23 concerned about, now, as you'll see, what has
24 happened with this plat in 1974 is that not all
25 the lots have been created.

1 The lot on which the Manor House sits,
2 Lot 28 beside it, and, most significantly, that
3 part of the road that we've been talking about is
4 gone, vanished, nonexistent, changed. They've
5 created instead a loop that serves all the new
6 lots, and still, Lot 1 is accessed by a strip of
7 land off Sussex Court.
8 This plainly and clearly put General
9 and Mrs. Tompkins on notice, as well as the rest
10 of the world, that this road has been removed from
11 the system. And this is when, I respectfully
12 submit, my clients and their predecessors in title
13 began their adverse possession of the property on
14 which that road used to sit. The world is now on
15 notice that road has been taken out of the system.
16 That's 26, 36, 41 years ago that that took place.
17 The next document in the chain of
18 title is on Page 13 of this package, and this is
19 the lifetime easement to General and
20 Mrs. Tompkins. And this is totally and completely
21 inconsistent with that road continuing to exist.
22 It's exclusive. You can't bar people from using
23 the road, and this easement sits in the road, but
24 it's exclusive to the Tompkins, so they gained an
25 exclusive right to use this property. It allows

1 them to build on it, it allows them to plant on
2 it, it allows them to obstruct, none of which
3 would be possible if that road continued to exist.
4 So they're gaining rights under this
5 document that they would not possess if that road
6 existed, and, most importantly, on the plat on
7 Page 14 that shows the easement, the road is gone.
8 On their own plat, created at their request, the
9 road is gone.
10 And in your order, Your Honor talks
11 about, well, if this was in accord and
12 satisfaction, then wouldn't it say the road is
13 gone? And I respectfully submit that, yes, it
14 does say that. It couldn't say it more plainly.
15 Our rights are shown on this plat, and if that
16 road was still there, we would have drawn it. We
17 would have noted it. It shows the road is gone.
18 If this road still existed, they would not have
19 the right to plant, to obstruct, to do things in
20 this area, because this is on the road.
21 And then lastly, Your Honor, why give
22 them this easement if that road still existed,
23 because this sits right on top of the road. It
24 makes no sense to put an easement on top of an
25 easement, unless there's, at the very least, a

1 dispute as to the validity of the attempt by the
2 developer to remove that road from the system, and
3 this is how they resolved it.
4 The next deed in the chain, Your
5 Honor, is from Morprop, who used to own all this
6 property, to Pleasant Point Plantation Associates,
7 and you'll see in here, just to point out, part of
8 what is being conveyed expressly excludes Lots 1,
9 2, and 3, because that had already been sold to
10 the Tompkins, and it references this plat, 22 at
11 109, that shows the road is gone and the new road
12 configuration system. So, again, public notes
13 back in 1981, that road is gone.
14 Next deed in the system is actually a
15 plat, the plat at Plat Book 30 at Page 141, which
16 is on Page 23 of this package of documents. And
17 this is consistent with the plat that removed that
18 disputed road from the system, and it now shows
19 the lifetime easement granted to the Tompkins.
20 And you can see the lots have been
21 added. They've been labeled this time. Lot 28,
22 next to the Manor House property, which eventually
23 became Lot 29, this new road loop that closes the
24 loop, and, significantly, the road to the west of
25 Lot 1 is gone. So once again --

1 THE COURT: What are you looking at
2 now, Counsel?
3 MR. KUHN: This is Page 23, Your
4 Honor.
5 THE COURT: I mean, I've been
6 following what you're doing up until -- I got it.
7 Thanks. Okay. I'm with you.
8 MR. KUHN: Again, it shows the
9 easement, shows the road is gone, shows all the
10 new lots that have been added around this new road
11 loop that has been created for the plantation,
12 and, of course, shows the access to Lot 1 off
13 Sussex Point Drive.
14 The next deed is on Page 24, and this
15 is where Pleasant Point Plantation Associates
16 conveys the property to Jones Properties, one of
17 my clients' predecessors in title. This is
18 Lot 28, which is next door to the Manor House
19 property, which eventually becomes consolidated
20 with it, and again references this Plat 30 at 141
21 that shows no road, but shows the easement.
22 Next Deed, 1985, Page 28. This is
23 from Pleasant Point Plantation Associates to
24 Robert Lewis White. This is conveying Lot 29.
25 They conveyed Lot 28 by the prior deed. Now

1 they're conveying Lot 29, which is the old Manor
2 House.
3 There are some things in here that I
4 think are significant to point out, because
5 they're sort of buried. They say this property is
6 bounded on the north by Pleasant Point Drive.
7 Well, that would be impossible, totally
8 impossible, if that old original platted road was
9 still in existence. That's only possible if the
10 new plat that removed that road is in existence.
11 That's only when Pleasant Point Drive runs to the
12 north of this lot. So it says bounded on the
13 north by Pleasant Point Drive, which would be
14 impossible unless the roads had been reconfigured.
15 MR. TEDDER: Your Honor, just -- I'm
16 not trying to -- I lost track of what page you
17 were on, Fred, the last deed you were just talking
18 about.
19 MR. KUHN: Page 28.
20 It says also, it says: Bounded on the
21 east by Lot 1 and a narrow strip of land, and it
22 describes that narrow strip, which is clearly the
23 easement.
24 THE COURT: Let me ask a question.
25 I'm writing on this list right now some notes of

1 your argument. Do we have a list without my notes
2 that we're going to be giving to the court
3 reporter?
4 MR. KUHN: A copy of this package?
5 THE COURT: Yeah, a copy of the
6 package.
7 MR. KUHN: I was going to make
8 yours -- well, actually, I've got a copy I was
9 going to give Jim Grimsley if he was here, so I
10 can give her that copy.
11 THE COURT: Perfect, because I just
12 don't know that it makes sense for me to have my
13 notes on this, because what you will discover --
14 my third grade teacher was right -- I really can't
15 write very well, okay, so --
16 DR. GUEST: You should have been a
17 doctor.
18 THE COURT: Oh, no, shouldn't be a
19 doctor. The world is very happy that did not
20 happen.
21 MR. KUHN: But in sum, Your Honor,
22 this deed says: Bounded on the north by Pleasant
23 Point Drive, which is consistent with our
24 interpretation, inconsistent with the road. So it
25 says bounded on the east by Lot 1 and the

1 easement, not bounded on the east by the road.
2 So, obviously, the road is gone, again, and it
3 references the Plat 30 at 141, which does not show
4 the road. So, again, public notice, clearly
5 showing no road.
6 Next year, another deed from Pleasant
7 Point Plantation Associates to Howard and Jones,
8 conveys a bunch of lots, but here's where it
9 conveys the 1.487 acres as shown on attached plat,
10 and this plat is on Page 34 of the handout.
11 And if you look at that, the
12 1.487 acres is the large parcel in the middle
13 that's being conveyed, which eventually my
14 clients -- is consolidated with my clients'
15 property. You'll see at the top of the page
16 Lot 28 and the lot labeled Manor House, and you
17 will see that the road is gone again, and you will
18 see again -- you can see why, when the Manor House
19 property is conveyed, it says bounded on the north
20 by Pleasant Point Drive, because now Pleasant
21 Point Drive stops and turns.
22 A year later, another plat is recorded
23 and another conveyance, this time from Associates
24 to Howard and Jones. That plat is on Page 39 of
25 my handout, almost identical to the plat that was

1 previously recorded the year before. Again, the
2 Manor House is shown, the road is not.
3 Next year --
4 THE COURT: Let me just ask you one
5 question. She was never a party to any of these
6 documents. Isn't that right?
7 MR. KUHN: She being Mrs. Ewing?
8 THE COURT: Yes.
9 MR. KUHN: That is correct, Your
10 Honor. These are public records putting her on
11 notice that my clients and their predecessors in
12 title are claiming this fee simple, no easement.
13 Goes to our adverse possession claim.
14 THE COURT: My problem, my concern is
15 that if I have a property right, and other people
16 don't recognize it and record things, I don't know
17 that I have a duty to go down to the RMC and
18 examine subsequent documents that don't recognize
19 my right. I'm troubled that these are all third
20 people or fourth people or unrelated people who
21 are doing something, not connecting it back up to
22 her, so that you understand my concern.
23 And I don't plan to ask a lot of
24 questions. I really think this is your role, and
25 I apologize, but occasionally, I am going to at

1 least tell you what's on my mind, which is I'm
2 troubled, because a lot of people don't go down to
3 the RMC after they have a property right, ever.
4 MR. KUHN: I'm glad you asked, so
5 please ask questions, because I'm here to figure
6 out what's --
7 THE COURT: I understand.
8 MR. KUHN: I'm more interested in
9 figuring out what your questions are and answering
10 them than telling you what I want you to hear, if
11 that makes sense.
12 THE COURT: Yes, it does.
13 MR. KUHN: The answer is the
14 Tompkins -- your situation, you don't know about
15 it. This situation, they knew about it. The very
16 first plat or second plat that eliminates the road
17 is their own plat showing the easement. They're a
18 party to that. They create a plat.
19 So this is our easement. We're not
20 going to show the road, and on top of that, we
21 want to plant in the road, we want to block the
22 road, we want to obstruct things in the road, we
23 want the exclusive right to use this road. So
24 they've got notice, they know what's going on, and
25 all these other deeds, these are just confirming

1 what's already taken place. And then later on,
2 we'll see that they find out about it, file a
3 lawsuit, and then drop it.
4 So now here we are in '87, Page 42 of
5 my package, I guess, for lack of a better word.
6 This is Jones Properties to White and Griffin, and
7 here's just yet another publicly-recorded document
8 that puts the world on notice that there's a plat
9 that depicts a lifetime easement, and no road.
10 THE COURT: Got it.
11 MR. KUHN: Next deed, 1987, this is
12 from White to Mr. and Mrs. Davis. And this I
13 respectfully -- there's an error in here. It
14 references the Plat 19 at 160, which is that very
15 old plat that does show the road and added the two
16 extra lots, but it makes no sense to be
17 referencing that plat for several reasons.
18 First, they're conveying Lot 29,
19 purportedly as shown on that plat. Lot 29 is not
20 shown on that plat, so why they -- so it makes no
21 sense. I submit it's just an error there.
22 It says it's the same property as we
23 previously received, which that's what it's
24 referring to. It's not. It was referring to that
25 plat. It's inconsistent with the prior two plats

1 in the chain of title. And again, Your Honor, it
2 says we're selling you Lot 29 as shown on that
3 plat, but Lot 29 is not shown on that plat.
4 But then it goes on to reference an
5 individual plat recorded in Warranty Book 350,
6 1450. The standard language for a more
7 particularized description of what -- look at this
8 individual plat.
9 And if you look at that plat, which is
10 on Page 57 of this handout, once again, we see the
11 road is gone, the easement's depicted, and it
12 shows Lot 29, an individual plat of Lot 29. So
13 yet again, another plat showing no road.
14 1987, the next plat in the chain,
15 again, it shows Lot 28 and the 1.487 acres. It
16 says it references a plat, but it isn't, so they
17 filed a corrective deed, and that deed is Page 62
18 of this handout.
19 And if you look at the plat there,
20 you'll see what they're conveying. This is on
21 Page 65. And what they've done here is they've
22 taken that little portion of Pleasant Point Drive
23 that was created as part of that loop way back in
24 1974, 0.2 acres, and they're conveying it with
25 that 1.487-acre parcel, so it becomes one

1 contiguous piece.
2 And the deed recites: Our intent is
3 to create one contiguous tract of land. So
4 they've sold in fee simple this 0.2 acres. If
5 that road still existed, that would block access
6 to the road. You can see Pleasant Point Drive is
7 to the top, you've got the 0.2 acres, and then
8 you've got the Manor House property. So this is a
9 deed expressly conveying access to the road, and
10 again, the road is not shown on this plat, and
11 there's no road shown to the west of Lots 1 or 2.
12 The next deed, 1991, is the next deed
13 in the chain of title. I think this is
14 significant because it references three different
15 plats: Plat 30 at Page 141, plat in Deed Book 462
16 at 1271, and plat in Deed Book 481 at 1881. It
17 references all three plats; all three plats show
18 no road.
19 THE COURT: What number are you on?
20 MR. KUHN: This is Page 66, Your
21 Honor, the deed that starts on Page 66.
22 THE COURT: Okay. I'm with you. I
23 got it.
24 MR. TEDDER: I'm sorry, Your Honor.
25 What page was that, Fred?

1 MR. KUHN: 66.
2 Next deed in the chain is just this is
3 when General Tompkins conveys his undivided
4 one-half interest in his trust. That's on
5 Page 69.
6 The next deed -- these are all
7 chronological -- is on Page 73. This is where the
8 Davises convey to the American Hospital Insurance
9 Group, and it's a general warranty deed for the
10 Manor House lot, what they're calling also known
11 as Lot 29.
12 And this is a deed that Your Honor put
13 significant weight on in his order, because it
14 does show, arguably, the road, but it doesn't show
15 the road -- the first point I'd like to make,
16 number one, is it doesn't show the road as a road,
17 it's drawn in as a dotted line, and the fee to
18 this property is clearly conveyed by the language
19 of the deed. It's not labeled Pleasant Point
20 Drive, like the other roads are labeled, but it
21 says: Pleasant Point Drive as shown on the
22 above-referenced plat.
23 It grants the easement for ingress and
24 egress over the 0.2 acres, which would be totally
25 unnecessary if the 40-foot road still existed, so

1 it has express language in it that's inconsistent
2 with that road still existing. And I respectfully
3 submit, Your Honor, you can't resurrect the road
4 after 30-plus years, and I don't think that's
5 what's intended here.
6 This is simply an historical artifact
7 that the surveyor's shown, which is why he's drawn
8 it as a dotted line instead of as a road, which is
9 why he has said this is as shown on the
10 above-referenced plat as opposed to simply, like
11 he did with the other roads that he shows on here,
12 just write in the road, write in the name of the
13 road.
14 And just to sort of summarize briefly
15 at this point, Your Honor, there are at least
16 seven prior plats showing no road, in 1974, 1976,
17 1982, 1985, 1986, again in 1986, and in 1987, each
18 of those plats being referenced multiple times in
19 multiple recorded documents. The surveyor, of
20 course, can't resurrect a road that is no longer
21 there.
22 The next deed, Page 78, this is just a
23 quitclaim deed that conveys the easement property
24 in fee simple absolute. The other deed didn't
25 cover it. They give a general warranty for

1 everything but the easement, so a general warranty
2 deed for the road, and then in this deed, they
3 give the quitclaim for the property covered by the
4 easement.
5 MR. TEDDER: Fred, can you give me a
6 page reference again to make sure I'm on the right
7 one?
8 MR. KUHN: That's on Page 78.
9 1999, American Hospital to Mr. and
10 Mrs. Young, the Manor House, Lot 29, as shown on
11 Plat 61, 90. Again, it shows no road, all land to
12 the west of Lots 1 and 2. This one is putting
13 the -- making sure there's no doubt that we are
14 selling the property where that road used to sit.
15 We are selling all land to the west of Lots 1
16 and 2, including that land in deed book -- plat on
17 Deed Book 248, 454, which is the lifetime easement
18 property.
19 We're making no doubt that we are
20 selling the fee simple absolute to this property,
21 unencumbered by anything. It's upgraded at this
22 time. This is when they upgraded it from a
23 quitclaim deed, the easement property, to a
24 general warranty deed.
25 The deed on Page 86, again to the

1 Youngs. This conveys Lot 28. This deed again
2 references three different plats. All three plats
3 show no road.
4 Then in 1999, the next document in the
5 deed, it's a lawsuit starting on Page 92. This
6 sort of goes back to Your Honor's question. Well,
7 what if they didn't know all this was going on?
8 What if it's some sort of secret conspiracy? And
9 for some reason, the rule that what's filed at the
10 courthouse is public notice we get around somehow.
11 This is a lawsuit filed by the
12 Tompkins, and Mrs. Ewing is the trustee at the
13 time, against the Youngs, making the exact same
14 claim they're making here today and saying that,
15 you know, because it's a plat recorded way back
16 when, subdivision created a road there, we've got
17 a right to use it to access our lot.
18 And the short response, Your Honor,
19 I've got the summons, complaint, and the answer
20 and counterclaim, and the case apparently just
21 died. They failed. So they brought an action.
22 THE COURT: Did they dismiss the case
23 with prejudice?
24 MRS. EWING: May I answer this?
25 THE COURT: No, no. Stop, Counsel.

1 Just one second. The temptation to say something,
2 I know, is very strong. It's true for you; it's
3 true for the other side. And we have to play by
4 the rules, even though the rules sometimes seem a
5 little odd. So no. There's counsel who are
6 excellent, excellent in this case, and each side
7 is going to have their opportunity to really
8 respond to this.
9 I want to know a little bit more about
10 what happened exactly on the Julia Tompkins versus
11 Young case. How did it resolve itself?
12 MR. KUHN: I would love to know. All
13 the record says is, quote: Withdrawn or settled
14 by parties. Of course, I do not know the Youngs,
15 who were parties. My clients were not involved in
16 this property at the time. Mrs. Ewing was one of
17 the parties, but did not explain how it ended. I
18 respectfully submit that the inference should be
19 drawn against her.
20 THE COURT: Well, let's leave the
21 inferences out for a moment. There's really no
22 claim of res judicata or collateral estoppel here,
23 right?
24 MR. KUHN: Yes, sir, there is.
25 THE COURT: Oh, there is?

1 MR. KUHN: There is.
2 THE COURT: What issue --
3 MR. KUHN: And laches.
4 THE COURT: Well, that's a different
5 issue. What issue -- how do you get to the
6 elements of res judicata when a case is settled,
7 and we don't --
8 MR. KUHN: Or withdrawn.
9 THE COURT: Or withdrawn, and we don't
10 know what that means. I don't think you've got
11 the elements.
12 MR. KUHN: We've got a lawsuit.
13 THE COURT: Got a lawsuit. I agree
14 with that.
15 MR. KUHN: Made the same claim she's
16 making here today. Did not succeed in that claim,
17 we know that.
18 THE COURT: I have to think about
19 that, okay. I understand. Settled or withdrawn
20 to me --
21 MR. KUHN: If I sue you --
22 THE COURT: I understand.
23 MR. KUHN: -- and I back off and drop
24 it, and I wait ten years to bring it up again --
25 THE COURT: Let me make a note, okay.

1 MR. KUHN: Yes, Your Honor.
2 THE COURT: By the way, I'm not saying
3 that you're not right. I'm just honestly, as I
4 sit here today --
5 MR. KUHN: I appreciate it.
6 THE COURT: This is something really
7 new for me to think a little bit about.
8 MR. KUHN: I want Your Honor to ask
9 questions. I think I'm almost -- I've got to be
10 out of my 20 minutes or very close, so I want to
11 wrap it up.
12 THE COURT: Guess what? Don't worry.
13 We're going to try -- the goal is in this case,
14 like all cases, is to get it right. That's the
15 goal. So I'm not concerned, and if the other side
16 runs a little late, guess what, I'm going to treat
17 them the same way.
18 MR. KUHN: That's all I could ask for,
19 Your Honor.
20 Next deed -- and after these, the
21 deeds are fairly cookie cutter. It's from the
22 Youngs to Alyon, Inc., and this shows the -- this
23 is to everything, basically, my clients own now,
24 Lot 28, Lot 29, that 0.2-acre parcel that was part
25 of the road system formerly, and the 1.487-acre

1 parcel, which is really open land. It's a pond,
2 basically, that sits below that.
3 And again, this plat, like the one
4 before it, doesn't show the road as a road. And
5 this is where I got -- I hate to use the word
6 creative, but I drew on this to help me make my
7 point. Sometimes I'm better illustrating than
8 explaining.
9 If you look at Page 118, that's the
10 plat, without me having drawn on it. If you look
11 at 119, what I did here is I just drew a heavier
12 line over the boundary to my client's property as
13 shown on the plat. This is what was conveyed in
14 fee simple absolute to my clients.
15 And as you'll see, that encompasses
16 the road, and it encompasses the lifetime
17 easement. And I emphasize that the road is drawn
18 on here not as a boundary line, but by dotted
19 lines. I think that's significant. And the
20 reference to the road I circled, it says -- this
21 is where I usually would need glasses -- Pleasant
22 Point Drive as shown on above-referenced plat, and
23 I've circled that.
24 And by contrast, I circled the roads
25 that are shown on this plat. Sussex Court is just

1 labeled Sussex Court, not Sussex Court as shown on
2 above-referenced plat. And Pleasant Point Drive
3 is just labeled Pleasant Point Drive, not Pleasant
4 Point Drive as shown on the above-referenced plat.
5 And Country Club Drive is just shown as Country
6 Club Drive, not as referenced on the
7 above-referenced plat. And none of those latter
8 three roads are shown by dotted lines.
9 I think all that is significant. That
10 shows, again, by the greater weight of
11 preponderance of the evidence looking at the
12 scope, that what the surveyor's showing on here is
13 simply a historical artifact, that this is where
14 the road used to be. Likewise, the easement to --
15 just like you showed the lifetime easement to the
16 Ewings.
17 THE COURT: Counsel, let me ask you
18 this. And I'm not necessarily disagreeing with
19 you, and frankly, I'm not necessarily agreeing
20 with you. I read this as a boundary and tree
21 survey. The purpose of this was a very specific
22 two purposes, where are the trees on the property,
23 and where is the boundary.
24 Now, on a boundary and tree survey,
25 you don't necessarily show all the easements that

1 could exist or don't exist over the property.
2 That's a different purpose than the purpose of the
3 boundary line and the tree survey.
4 I don't know why this was done. I
5 mean, I'm just reading from the document itself.
6 So I'm interested in your response. I understand
7 your circles. Your drawing is better than mine,
8 but that doesn't say anything, let me assure you.
9 MR. KUHN: Nor my drawing, I guarantee
10 you.
11 THE COURT: I'd like to hear your
12 response to the fact that this looks like a
13 limited survey that is done for boundaries and
14 trees.
15 MR. KUHN: I think that's exactly
16 right.
17 THE COURT: But that doesn't
18 necessarily preclude easements or show easements.
19 MR. KUHN: It helps interpret what is
20 shown on here, which the interpretation, I
21 believe, given to this plat in your order is this
22 shows the road still in existence.
23 THE COURT: Yes. I understand. If I
24 said that -- I'm now going back and thinking about
25 that as well.

1 MR. KUHN: Respectfully --
2 THE COURT: My point is, you know,
3 this is a very complicated case. I'm going to say
4 again to the parties, honestly, this is one heck
5 of a complicated case, all right. I know what the
6 order says, and I'm now taking a second look,
7 which is the very purpose of 59, okay. I don't
8 know that that -- okay. I'm with you. I'm with
9 you so far.
10 MR. KUHN: And I agree, Your Honor.
11 As I was sitting down, I said have I ever asked
12 for more time to argue? Almost always, as a
13 knee-jerk reaction, I stand up and say: Your
14 Honor, that's plenty of time.
15 THE COURT: I understand. I
16 understand. Well, you're doing real well. Let's
17 keep going.
18 MR. KUHN: But in this particular
19 case, this surveyor -- I think that is it. This
20 deed is not intended to say this road is still in
21 existence. This deed is simply intended to show
22 that at one time, there was -- that Pleasant Point
23 Drive, as shown on that plat, was located here.
24 THE COURT: And I'm not sure that it
25 wasn't --

1 MR. KUHN: The surveyor --
2 THE COURT: I'm not sure that I agree
3 with you that it wasn't shown for the purpose.
4 I'm just looking. It's got the label boundary and
5 tree survey. That's --
6 MR. KUHN: Yes, sir. I think what
7 he's showing on here is this is where that road
8 used to be located.
9 THE COURT: Got it.
10 MR. KUHN: And if you look at
11 Page 120, I've taken, again, that same plat, and
12 if the road was still in existence, following the
13 same surveyor's technique that he did, showing
14 everything else, if he had intended to say that
15 road still is in existence, this is how he would
16 have drawn it. He would have moved the boundary
17 of my client's property, if that's part of the
18 road system, and he wouldn't have said Pleasant
19 Point Drive as shown on the above-referenced plat
20 like every other road, the other three roads shown
21 on here, he would have just said Pleasant Point
22 Drive.
23 So I do not respectfully submit the
24 surveyor neither intended, nor did he have the
25 power, to establish that that road was in

1 existence still. That's a matter of law for this
2 Court to decide based upon the entire record of
3 this case and the law.
4 The next several deeds, Your Honor,
5 starting on Page 121 are deeds back and forth
6 between Mr. and Mrs. Young and a corporation
7 called Alyon. They all have the exact same legal
8 description, and I don't know why they went back
9 and forth so many times.
10 And then the deed at 135, this is
11 where it was foreclosed upon against the Youngs,
12 the bank got the property, and then the deed went
13 forward, but my clients got it from the bank.
14 And then lastly, the last document in
15 here, Page 144, this is where the defendant,
16 Mrs. Ewing, acquired the property on
17 September 2013 and show that thereafter, this is
18 where this lawsuit began.
19 Looking at the totality of the
20 circumstances, looking at not just the creation of
21 the easement as a matter of law, but the scope of
22 the initial easement as a matter of equity, I
23 think it is abundantly clear that when this
24 subdivision was created, the access to Lot 1 was
25 intended to be on Sussex Court, that Pleasant

1 Point Drive originally extended up to Lot 1, that
2 the intent, as testified to and not rebutted, was
3 that that would serve the property on which my
4 clients now live.
5 For some reason, the clubhouse never
6 came into existence, and that became a private
7 residence. Shortly thereafter, they reconfigured
8 the entire subdivision, rerouted the roads.
9 The Tompkins, Mrs. Ewings'
10 predecessors in title, then entered in
11 negotiations, acquired a lifetime easement,
12 resolved any dispute way back then that might have
13 existed over the reconfigured road system,
14 because, as Mr. Branning testified, he and General
15 Tompkins were good friends. There were absolutely
16 no problems, as long as General Tompkins was
17 alive, using that easement. Whether they wanted
18 on or wanted off, it was all permissive.
19 And all of the deeds, everything in
20 the chain of title, shows that that road was
21 abandoned, not just in fact, because it was never
22 used, but legally, many, many years ago, my
23 clients have acquired all the rights by adverse
24 possession as well as by clear title, and they
25 have waited way too long to try to resurrect the

1 road that basically died back in 1974.
2 Thank you, Your Honor.
3 THE COURT: Are you okay to keep going
4 forward?
5 THE REPORTER: Sure.
6 MR. TEDDER: Good morning, Your Honor.
7 THE COURT: And it is a Friday, I'd
8 point out, my favorite day of the week.
9 MR. TEDDER: I'm not going to go in
10 order because I want to address something right at
11 the outset, and Your Honor picked up on it when
12 you looked at the plat at 68 at 170 that's
13 mentioned in every plat that shows the dotted
14 line, and Fred just -- Mr. Kuhn just drew on,
15 saying that the surveyor didn't show things right.
16 Now, as an officer of the court and
17 having done closings since 1982, a titled
18 insurance agent, and a constant looking at plats,
19 the significance of a dotted line is that it is
20 not a property boundary. The solid lines are what
21 surveyors use to show the property boundaries.
22 The fact that they show easements on
23 there by dotted lines is just indicating that
24 there's something there, and in this case, there's
25 even a pointer to another plat to say look over at

1 that one, which will have the easement shown on
2 that.
3 So these things about dotted lines,
4 it's going down a rabbit hole to chase a red
5 herring, to mix metaphors, especially when you
6 look at the equation and the defendant's argument
7 about the fee simple, the road went away.
8 You can own the fee of the property
9 subject to an infinite number of different types
10 of easements: Utilities, avigation, road,
11 whatever. The fact that you own the fee means you
12 own the ground, but it doesn't mean you own
13 everything in that bundle of sticks, as our
14 Supreme Court of the United States has described
15 property.
16 So I think Your Honor did a very good
17 job in its initial order of sorting out those
18 issues as to -- it's clear. We, my client, has
19 not claimed ownership of the fee underlying the
20 40-foot roadway as shown on the initial plat, 18
21 at 45. Everything out of 18 at 45 -- after 18 at
22 45, save and except that smaller easement, are
23 outside the chain of title and are irrelevant.
24 Just as Your Honor pointed out, people
25 can draw pictures all day long about what they

1 think they own or what they think is there, but
2 that doesn't make it so, and courts have sorted
3 out these types of things for hundreds of years.
4 The chain of title is sacrosanct, and
5 what is shown in one's chain of title is what one
6 is subject to. And in this case, as you pointed
7 out in your order, it is clear that the
8 defendant's chain of title put them on notice of
9 an existence of a 40-foot easement originally
10 shown as Pleasant Point Drive, extending all the
11 way up to the carport, as well as the prescriptive
12 easement that you talked about that we didn't
13 talk -- that he didn't get into in his argument,
14 because he was showing chain of title.
15 But I want to go back now to the law.
16 You picked up, when you made your order, the very
17 seminal and bedrock cases of Carolina and Blue
18 Ridge, and they talk about the length of time that
19 something could be nonused.
20 In Carolina, the initial plat was
21 drawn in 1945. The lawsuit over whether they
22 could close off the road didn't occur until 1973,
23 28 years. In this case, the only evidence that we
24 have in there was there was some testimony from
25 Mr. Branning that there were some hedges that may

1 have blocked the area for a number of years. All
2 of that is irrelevant when you look at Carolina
3 Land. It doesn't -- the fact that there were some
4 bushes there, in the Carolina case, for 28 years
5 didn't cause an abandonment.
6 I think Your Honor tried to do the
7 right thing when he looked at this and said, okay,
8 I have an easement by this plat. Was there
9 anything else to detract from that? The only
10 thing that's out there that could detract from
11 that was the second easement in 1976.
12 Now, I need to have stuff here so I
13 can refer to the pages.
14 Much is made about dates out there. I
15 just -- it's curious. If you look at the easement
16 plat, it's dated in 1974. That's when they
17 started thinking about it. Didn't happen in 1976.
18 And all these plats that he was running through
19 when Pleasant Point Plantation was willy-nilly
20 filing things out there, outside our chain of
21 title. We don't care about it.
22 The easement that was drawn had a
23 number of purposes that were testified to at trial
24 that are self-evident on its face. And first off,
25 let me point out, Mr. Kuhn has used in his motion

1 and in his argument the words the exclusive right
2 to use that area. Nowhere in that easement -- I
3 looked, I went back and looked again this
4 morning -- can I find the word exclusive in
5 through there.
6 It was for -- and the testimony said
7 for landscaping, mowing, and other things, which
8 are not inconsistent of a road right-of-way use
9 for accessing it. It doesn't mean the whole thing
10 has to be a road. And in fact, all of the plats
11 that show roads show that there's something there
12 way back when. Dirt drive has been there
13 throughout the whole time.
14 We know there was a dirt drive
15 surrounding -- from the testimony, surrounding the
16 Manor House that looped around, Mr. Branning said
17 that, back before the plats were done. Well, some
18 of these plats don't show that dirt road. That
19 doesn't mean it didn't exist. It just wasn't put
20 on the plat by the surveyor, because it may not
21 have been included in the purpose for which the
22 survey was being created. A boundary survey
23 doesn't necessarily show all of the as-built
24 features on the land.
25 So I think a lot is being made about

1 some drawings without taking into consideration
2 the limited purposes for which some of those
3 drawings were made.
4 And I go back to -- and I think I
5 argued this at trial, or I at least made mention
6 of it, the Kingstree case from about a
7 year-and-a-half ago, where we have a situation
8 where a road was drawn, the town accepted it, and
9 they wanted to close it down, and the Court said
10 that is between a private landowner who bought
11 lots in reliance on that plat and the town, who
12 wanted to abandon it.
13 That's fine, the town could abandon
14 it, but they still have a private easement in
15 that, because there are two types of easements:
16 Private and public. They can both coexist. And
17 that's the whole point of this, not to go down a
18 rabbit hole of a public versus a private or
19 private versus public, because there are different
20 standards on that.
21 I could spend a lot of time rebutting,
22 or trying to rebut, each and every plat reference
23 in here, but I think the simple answer is it
24 doesn't matter. It doesn't matter because it's
25 outside the chain.

1 What does matter is that 18 at 45
2 referenced on all the plats, including the most --
3 excuse me, all the deeds, and including all the
4 deeds that are most important here, the deed into
5 the defendants, reference it, because you're put
6 on notice of everything that shows on your plat.
7 You know what you get when you go to the public
8 record.
9 Now, I just want to say one thing to
10 clear up the reference to the 1999 lawsuit. It
11 has no resolution that you can find. There was a
12 complaint, there was an answer and counterclaim,
13 and there's nothing more. There's not a
14 stipulation of facts. It's a nullity. It's just
15 a red herring, smoke and mirrors. It was never
16 resolved.
17 I don't want to get into my main
18 argument. I'll try and keep this thing moving
19 along. But the suit, if there's not -- you know,
20 I'm sure there's some cases out there I can't
21 remember the name of but that say the fact that
22 the parties reach an agreement and do not reduce
23 it to writing or put it on the record means the
24 case isn't over. It wasn't ever settled. It
25 wasn't ever finalized. It's as if the case never

1 happened. There's no collateral estoppel.
2 There's no res judicata.
3 And I don't know what it does, except
4 to confuse the issues on here, because this is
5 really, when you get down to it, a clear chain of
6 title case, with the exception of could the
7 defendant prove an abandonment by clear and
8 convincing evidence, I think is the standard.
9 Your Honor had looked at that, and I
10 have not heard anything new here today that wasn't
11 argued at that initial trial that would have shown
12 that you missed a fact that would have shown an
13 abandonment of the 40-foot easement. And in fact,
14 Your Honor found, beyond that, the prescriptive
15 easement, so we don't have an abandonment.
16 They alleged estoppel. They have not
17 proved the elements of an estoppel, nor waiver,
18 nor adverse possession. None of those required
19 elements have been proven or supported by the
20 evidence that was placed forward.
21 The fact, again, that the same owner
22 of the plantation or a different owner of the
23 plantation chose to make up different plats down
24 the line to suit his own references doesn't affect
25 someone outside that chain of title.

1 In the testimony of David Youmans, the
2 surveyor, who Your Honor mentioned in his order,
3 the final order, he interpreted the plats, and
4 what he put on the plats and what they're showing
5 there, in his mind, and referenced in your order,
6 is the fact that that road was -- the easement was
7 there.
8 Which gets me to another thing about
9 the defendant's argument as submitted in the
10 reconsideration. There has been a bandying about
11 of terms of easement, roadway, road, dirt drive,
12 whatever. They're all different types of things,
13 but sometimes they're the same thing. That
14 40-foot easement is a roadway. There's a dirt
15 drive. Is the drive a road? It depends on what
16 you're looking at.
17 In this case, we have a roadway that's
18 been dedicated. Our contention is it still
19 exists. It has not been abandoned. It has not
20 been waived. It has not been lost through adverse
21 possession. We're not estopped from using it.
22 And notwithstanding all of these
23 documents which -- that we took the ones that were
24 in each chain of title, they all go back to one
25 thing, 18 at 45, the original subdivision plat.

1 It was a subdivision plat, not a lot plat, not a
2 boundary survey, but a subdivision plat showing
3 numerous things.
4 The Sussex Court issue, again, is a
5 red herring. The fact that you might have another
6 access available to you doesn't make the other one
7 go away. And in fact, remembering that we have
8 Lots 1, 2, and 3 involved in here, the little
9 sliver of access shown off Sussex Court to Lot 1
10 doesn't necessarily show that it's there for
11 Lot 2. Lot 2 fronts on Pleasant Point Drive
12 extension.
13 And so this argument about obviously
14 they intended the access to be off Sussex is again
15 going down another rabbit hole, because the road
16 was shown on the other side, Pleasant Point Drive
17 going up to that area. Doesn't mean that you only
18 get -- where does it say you only get one access?
19 And the fact that you have one doesn't create an
20 abandonment of the other. So I believe Your Honor
21 correctly, in its initial order, got it right when
22 it went through those different matters.
23 Again, the easement was not exclusive;
24 it was for a different purpose. And the surveyor
25 and Mrs. Ewing both testified that you could not

1 have accessed the carport through that trapezoidal
2 easement which reduced itself down to an infinite
3 point at the edge of the carport, not even at its
4 entranceway, but by its side. So that itself,
5 that they accepted an easement or negotiated an
6 easement for purposes far beyond access, clearly
7 does not indicate an intent to abandon the rest of
8 it.
9 The easement plat was drawn and showed
10 the easement. It didn't need to show Lot 28
11 and 29, the Manor House. It didn't need to show
12 Lots 1 and 2. It didn't need to show any of those
13 things. And in fact, it correctly described an
14 easement that no longer exists, because it was a
15 limited easement, not exclusive.
16 If you try to use the argument that
17 what was shown on these plats binds someone,
18 clearly, 68 at 170 that was in the last deed into
19 the defendants shows the driveway turning into the
20 carport. So how there could be said that there
21 was an abandonment, I just -- I can't get there.
22 I'm not going to belabor the Court's
23 time with regard to this. I think it's nice we've
24 got all these documents here. It's nice there's
25 all these references to plats that didn't show the

1 road. So, as my favorite judge, Tom Kemmerlin,
2 used to say, what don't matter don't matter. It's
3 outside the chain of title.
4 And with that, I'm going to ask for a
5 five-minute recess before I begin my argument, or
6 after Fred has his reply, because I have the need
7 for the facilities.
8 THE COURT: Sure, absolutely. Do you
9 want the recess right now? Let's take it right
10 now.
11 MR. TEDDER: If you don't mind.
12 THE COURT: If you don't mind,
13 Counsel. In fact, let's take a ten-minute recess,
14 okay, for everybody in the room.
15 (A recess transpired.)
16 THE COURT: Back on the record. This
17 is your reply to his argument.
18 MR. KUHN: Yes, sir.
19 THE COURT: And I am going to hold you
20 to a short period of time, not 20 minutes, but you
21 can have five minutes.
22 MR. KUHN: I'm not even planning on
23 taking the five, Your Honor.
24 I think I've covered all the points.
25 Just one thing I'd like to emphasize is -- I spent

1 a lot of time talking about the minutia -- is the
2 big picture. We are here basically talking about
3 an implied easement arising by implication from
4 the original plat that was recorded.
5 And there's a case, Inlet Harbour
6 versus South Carolina Department of Parks,
7 Recreation, and Tourism that talks about the
8 difference between the creation of an easement and
9 the scope of that easement, if it is created.
10 And that case, sort of similar to
11 this, plat, subdivided, roads created, lots sold
12 based upon the plat that showed the roads, and the
13 Court concluded that, yeah, there was an implied
14 easement, but it was limited. It wasn't for
15 ingress and egress, it was for conservation
16 purposes only, because looking at the intention of
17 the parties, that was what we find.
18 THE COURT: What's the citation?
19 MR. KUHN: It's 659 S.E.2d 151, a 2008
20 case from the Supreme Court, South Carolina
21 Supreme Court, of course.
22 But what I'd like to emphasize is as
23 they talk about these implied easements, and they
24 go since the purpose of an implied easement is to
25 give effect to the intention of the parties to a

1 transaction, and because the implication of an
2 easement and a conveyance goes against the general
3 rule that a written instrument speaks for itself,
4 implied easements are not favored.
5 And they go on to explain implied
6 easements ask the Court to take a deed between a
7 grantor and a grantee which is silent regarding
8 any grant or reservation of a right to cross one
9 party's land to access the other's and implied
10 what the parties must have meant to include in the
11 deed, but did not.
12 And they go on to talk about the
13 seriousness of granting to someone the right to
14 use someone else's property that they do not own,
15 and that's what we're talking about in this case.
16 So looking at the big picture, we've
17 got a plat that creates a subdivision, the very
18 plat that the Ewings rely upon, which clearly
19 shows that the access to Lot 1 was intended to be
20 off Sussex Court.
21 If you look at the plat and look at
22 the intention of the parties when that plat was
23 created and when that deed was conveyed, I think
24 it is clear, abundantly clear, that the intention
25 of the parties was that Lot 1 would be accessed

1 off Sussex Court, and everything else that has
2 taken place in the 40 intervening years simply
3 confirms that.
4 Thank you, Your Honor.
5 MR. TEDDER: Just to be clear -- I
6 don't know if I said this in my first initial
7 argument -- I mentioned res judicata and adverse
8 possession. They were not pled in the original
9 action, so I don't think they're properly before
10 the Court. I took some time to look back just to
11 make certain.
12 But notwithstanding that, our motion
13 to amend the final order deals with -- one is
14 basically just a technical matter to have the
15 Form 4 amended so that it shows correctly that it
16 does affect title to real estate, so it gets
17 recorded in the right places, which is more of a
18 technical matter than a substantive change, but it
19 does require Your Honor to take action to get that
20 done.
21 THE COURT: Do you have the -- or can
22 you email me a copy, the opposing side, the tax
23 map survey number for this that you want to be in
24 the Form 4?
25 MR. TEDDER: It would be -- Fred, it

1 would be the parcels owned by the Ewings and the
2 parcels owned by the Guests together, which I
3 think they're five parcels, all told, I think,
4 maybe four.
5 THE COURT: I think I could find it in
6 two minutes, but I'm not sure I'm the one who's
7 supposed to do that. I think you're the one who's
8 supposed to send that.
9 MR. TEDDER: I'll make certain that
10 that's done.
11 THE COURT: And that then he has --
12 Fred has an opportunity -- opposing counsel has an
13 opportunity to object to anything that you sent,
14 okay.
15 MR. TEDDER: In the order, you
16 discussed that the plaintiffs have proved a
17 prescriptive easement, and the testimony in the
18 case showed that there were two areas where the
19 drive had been used in excess of the period,
20 et cetera. Those two areas, one, were up by the
21 carport, where the 40-foot easement stopped short
22 of the end of the carport, but the testimony was
23 that it was used all the way out to the end.
24 And so if Your Honor is going to
25 continue after this hearing to find the

1 prescriptive easement, I think we need to define
2 it and clarify that it includes that area to the
3 end of the carport, that extension across it,
4 which could be done either through words or
5 through a line on an exhibit to show the area that
6 you find there was a prescriptive easement.
7 THE COURT: Send me exactly what you
8 propose to put in the order as amended, send a
9 copy, obviously, to opposing counsel, and I'll
10 take it under consideration, okay.
11 MR. TEDDER: And that also goes to the
12 meandering of the drive, to what your intention
13 was in that area to show that, which all of which
14 shows on a plat that we have in evidence, for the
15 most part, but I think -- I'll do what you say.
16 I'll show you what we think you're meaning to that
17 and provide it to the other side.
18 The other matter was in our initial
19 pleadings, we had asked for a preliminary
20 injunction and a permanent injunction to restrict
21 the obstruction of the areas by the defendants.
22 If you recall back at the beginning, there was a
23 fence put up. Most of the fence is gone now.
24 There were other obstructions of vehicles,
25 et cetera, that were mentioned in the initial

1 pleadings.
2 We would request that Your Honor
3 include, as properly pled, a permanent injunction
4 from the obstruction of those areas of the
5 easement as shown on the plat and the prescriptive
6 easement as we're going to propose, as well as
7 restoring the drive to its prior condition before
8 this suit was brought. The initial reason of
9 bringing the suit was that the road was blocked,
10 and then it was moved, and so we're asking that
11 things be -- the status quo presuit be restored.
12 THE COURT: Let me talk to you a
13 little bit about that. This really gives me some
14 pause. If I order things to be restored back to a
15 certain date -- by no means have I decided to do
16 that, this is just a hypothetical -- and there is
17 an appeal, which I have reason to think will
18 happen, and I say that only because when you file
19 59(e) motions, that's sort of the signal, in the
20 world that we all live in, that there's going to
21 be an appeal.
22 And I don't claim to be so vain as to
23 believe I got it right. By the way, I don't think
24 I necessarily got it wrong. I just think this is
25 a close one, really, really plain. This is a

1 close one, for a number of reasons.
2 You know, you could end up -- if we
3 restore it, you could end up having to redo it, so
4 to speak, after the appeal. So do you have any
5 thoughts about holding off on that issue or
6 sending this to -- you can't send it to the Court
7 of Appeals, although I'd like to.
8 I'm really puzzled by exactly what you
9 want me to do, and is it -- I guess it's your
10 call. Is it wise to do it at this point? Or
11 maybe declare that if, after appeals, the order
12 stands up, then it could be restored.
13 I mean, I'm interested in hearing what
14 you have to say about this, and frankly, I'm going
15 to ask the opposing counsel their thoughts right
16 here in this little hearing.
17 MR. TEDDER: Two parts to that. One
18 is the order keeping the carport area from being
19 obstructed. I don't think that requires any
20 restoration in that area.
21 THE COURT: I don't have -- that's a
22 lesser problem.
23 MR. TEDDER: Down at the beginning of
24 the road, where it was moved over. It is my
25 understanding that an appeal of an injunction does

1 not stay the effect of the court order. And I
2 believe, and I stand to be corrected, because I'm
3 not an appellate court, that it would be up to the
4 appellate court to be petitioned for a bond to
5 stay.
6 I believe that's the process. I have
7 to be honest with Your Honor, it's as murky as mud
8 when you start reading the rules trying to figure
9 that out, to me at least. If you don't mind, my
10 associate might be able to, not to be arguing two
11 on one, Fred, but --
12 THE COURT: That's okay. I accept it
13 as in the convenience of the situation.
14 MR. INGLESE: It is very murky, Your
15 Honor, because I think that if your order says
16 that they're permanently enjoined, that that is an
17 exception to the stay of the filing of a notice of
18 appeal, so if they filed --
19 THE COURT: I think that's right. I
20 think that --
21 MR. INGLESE: So that's clear.
22 THE COURT: That part is clear.
23 MR. INGLESE: So if the driveway gets
24 realigned -- first of all, your order is an order,
25 so the presumption going on appeal is that your

1 order is correct. That's the presumption going
2 forward.
3 THE COURT: I've heard of
4 presumptions. They have as much weight as -- you
5 know, up until Christopher Columbus, the
6 presumption really was very strong this was a flat
7 world, okay, and then it turned out that
8 presumption was wrong.
9 MR. INGLESE: And, of course, the
10 judge who heard the preliminary injunction request
11 was wary of doing anything too, because he was
12 wanting this to -- this trial to happen and for
13 your decision to make that call as far as
14 realigning it.
15 THE COURT: By the way, at the end of
16 the day, I guess I will make calls. I mean,
17 that's the nature of this particular position.
18 I'm delighted that I don't do this permanently.
19 Talk about permanent. I don't know, and I never
20 will ask, and I don't want to be told, how in the
21 world you came up with my name. That's an issue I
22 don't want to know. I really don't.
23 But it is murky as to exactly what the
24 process is, and I wondered if you had any thoughts
25 about it. I will do what I think is right and try

1 to explain it and have some degree of knowledge
2 about appeals, some, okay, but you're on a hot
3 spot.
4 MR. INGLESE: The issue of the bond
5 probably, from my reading, should be addressed by
6 you.
7 THE COURT: I know.
8 MR. INGLESE: But that's murky.
9 That's not totally clear there. Here's what I
10 would propose should happen.
11 THE COURT: Okay.
12 MR. INGLESE: Because the flip side of
13 your concern is that we have an order that says
14 put it back, and the Guests are gone next year or
15 while the pending -- the appeal is pending. While
16 the appeal is pending, what happens while the
17 driveway is waiting to be readjusted? If we don't
18 have your order that says put it back now or
19 pending appeal, and something happens, the Guests
20 are gone, whatever could happen, then we've got a
21 big question mark hanging over our head for a long
22 time, which I think would be unfair --
23 THE COURT: I understand.
24 MR. INGLESE: -- given the rest of the
25 state of the order. So that's the flip side of

1 your concern for us.
2 THE COURT: My other concern is that,
3 frankly, if the order gets reversed, all right,
4 then you may have to put back what you just undid,
5 and that just seems troublesome to me.
6 But any way you go, this one is --
7 this one is not easy, okay. This one, this part
8 of your case, is not easy for me. If you have
9 suggestions -- I'll leave it this way. If you
10 have suggestions, put them in writing, copy the
11 other side, I'm going to ask them the same thing,
12 and I will deal with this like I deal with other
13 stuff.
14 MR. TEDDER: Something that
15 Christopher said just jogged a memory in my mind.
16 From the Charleston area, if you remember the
17 Johns Island water line case, where they were
18 going to expand the water line out toward
19 Kiawah/Seabrook, and the environmentalists
20 appealed that, and I think Judge Rawl imposed an
21 appeal bond, so I think perhaps -- I'll do some
22 research. I do believe that it's your prerogative
23 to put up a withdrawal.
24 THE COURT: Just what I want to hear.
25 MR. TEDDER: With that, Your Honor, my

1 motion was just clarification. I think, when I
2 was reading this, I will point something else out
3 that -- in your order you talked about -- and it's
4 not pled, but I think it's a scribner's error.
5 You talked about -- when you were talking about
6 David Youmans's testimony, you had mentioned that
7 a 1969 plat does not have dotted lines, and I
8 think you're talking about a different plat at
9 that time, because when I looked at the plat, I
10 couldn't find dotted -- I saw dotted lines.
11 THE COURT: What page is this on?
12 I'll take a look.
13 MR. TEDDER: I'm going to take a look
14 at it here. I'm looking at your order.
15 THE COURT: And by the way, for the
16 record, this is really unusual for me. Almost
17 always, I try to vet what I write with someone, a
18 law clerk or a friend who is unrelated and not
19 connected in any way or --
20 What's odd is down here, I'm the only
21 Stevenson League lawyer in the whole state. I've
22 got an administrative assistant, and it's me. Way
23 up in Yankee land, they got 200 lawyers, and I am
24 part of a real estate section, and normally, when
25 I write something, I send it up, and they will

1 read it and mark it all up.
2 I decided that was inappropriate,
3 because they're not admitted to South Carolina, I
4 didn't know what the scope of a special referee
5 really is, and so I decided to do this completely,
6 solely, and only by myself, and so if there were
7 typos --
8 MR. KUHN: So you want to get combat
9 pay, right?
10 THE COURT: Yeah. I just -- I just
11 thought I'd tell you this is an unusual written
12 document for me, because nobody has looked at it
13 but me, and you can read your same mistake over
14 and over and over and not see it, okay. So I
15 apologize if there are some unusual things that
16 you would not normally see. That's the reason,
17 for whatever it's worth.
18 MR. TEDDER: Having found my reference
19 point now, it was in your Finding of Fact
20 Conclusion No. 2, where you go on, after talking
21 about Plat Book 18 at 45, also found on this 1969
22 plat is a dotted set of lines that connects Lot 1
23 and Lot 2 to Pleasant Point Drive. See Exhibit
24 marked D-52. I don't think 18 at 45 shows dotted
25 lines, I think it's another plat, but I didn't

1 have the D-52 exhibit to see if -- what you were
2 talking about.
3 THE COURT: Send me what you think,
4 and I will absolutely, positively take a close
5 look at it, okay. We can go from D to a D-plus,
6 okay, on the writing.
7 MR. TEDDER: Well, it's just that as I
8 have found in my life, if I write something, I sit
9 it down for a few days and look at it. It's okay.
10 I know what I was saying, but I didn't say it.
11 Thank you. That's all I have, Your
12 Honor, unless you have some other questions for
13 me.
14 THE COURT: I don't. Counsel?
15 MR. KUHN: If it please the Court,
16 Your Honor, if I can -- I think these are in
17 evidence. If not, something very similar is. If
18 I can show you two photographs so you can
19 visualize. You were out at the property. This
20 may help refresh your memory on what --
21 THE COURT: Sure. Can we -- do you
22 want to mark them first?
23 MR. KUHN: Okay.
24 (DFT. EXH. 2, Color Photograph, was
25 marked for identification.)

1 (DFT. EXH. 3, Color Photograph, was
2 marked for identification.)
3 MR. KUHN: It's obviously not
4 evidence, but if these exact ones aren't in,
5 something very similar is. And obviously, by
6 having these particular pictures marked, they're
7 not becoming evidence or part of the record.
8 THE COURT: Do you have concerns about
9 me looking at something that is extremely similar?
10 MR. TEDDER: Your Honor, having known
11 that you actually went out there --
12 THE COURT: I have been out there.
13 MR. TEDDER: That's just -- if I could
14 just look to see if I'm looking at the same thing
15 you're looking at.
16 MR. KUHN: No, I gave you different
17 ones, David.
18 THE COURT: Yeah, he's real sly.
19 MR. KUHN: That's a defense lawyer
20 trick. Come on.
21 THE COURT: He handed up documents
22 from Tennessee, but other than the fact that
23 they're a different state, they're very similar.
24 MR. TEDDER: That's D-2 and D-3?
25 THE COURT: Yes.

1 MR. TEDDER: Which one has the water
2 on it?
3 THE COURT: D-3.
4 What's scary is I'm beginning, just
5 beginning, to actually understand this case. I
6 can follow your arguments. I can follow his
7 arguments. I have no idea whether I -- but yeah,
8 I'm beginning to get this case. It's scary. All
9 right.
10 MR. KUHN: Your Honor, these two
11 photographs just depict looking at my clients'
12 property. The Ewings' property, Lot 1, would be
13 to the left. My clients' house you can see in the
14 background towards the right. In the foreground
15 is Pleasant Point Drive, where it makes a turn and
16 becomes Sussex Court.
17 The photograph that is not flooded
18 with water, that's how -- that's basically what it
19 looks like now.
20 THE COURT: Got it.
21 MR. KUHN: And the one with water, I
22 put that in just to emphasize the point that this
23 needs maintenance from time to time. And you can
24 see that it was very low. Now it's been built up
25 with I think the testimony was crush and run, and

1 we actually put into evidence several invoices for
2 several thousands of dollars where my client has
3 paid money to maintain and improve this driveway.
4 As I understand what Your Honor wants
5 us to do is we have some thoughts on the wording
6 of some sort of injunction, to send that to you,
7 and what I would suggest is the status quo be
8 maintained, at least if there is an appeal, while
9 the appeal's going on.
10 But there are some questions that we
11 do have that we'd like answered, just to -- that I
12 think if you could clarify it in whatever order
13 comes out of today's hearing would be good and
14 avoid maybe tensions down the road.
15 THE COURT: Got it.
16 MR. KUHN: Of course, ideally our
17 position is -- not ideally, but the correct
18 position --
19 THE COURT: I understand. The one
20 thing I did get out of your excellent, okay,
21 argument is I know your fundamental position,
22 okay. This is truly a secondary thought,
23 assuming -- yeah.
24 MR. KUHN: This is in response to
25 Mr. Tedder's thing. Clarify who owns the road. I

1 believe the testimony -- the evidence is the
2 Guests own it fee simple, but I don't think that's
3 expressly stated in the order.
4 And who has the right to use -- if an
5 easement does exist, who has the right to use it.
6 Is it everybody in the plantation, in the
7 subdivision, everybody who received a deed based
8 upon the plat recorded in Book 18, Page 45, or is
9 it just the people who own Lot 1?
10 How wide is the area that they're
11 entitled to use? Is it the entire 40 feet, which,
12 in any stretch of the evidence, has never been
13 used, or do they need to stay on the driveway, so
14 to speak, what I've shown as the improved part of
15 one of those photographs?
16 THE COURT: Let me stop you. The
17 homeowners association is in this case, but isn't
18 in this case, if you follow what I'm saying. The
19 order doesn't say a word about them. That much I
20 know.
21 And the question that -- you raised a
22 legitimate question, no ifs, ands, or buts, maybe
23 I'm questioning whether I have the authority,
24 without inviting the homeowners association back
25 into the case. I don't necessarily want to come

1 back down.
2 Although Beaufort is a very pleasant
3 place, and it's very nice to drive up and down the
4 road, I'm concerned that if I go too far about
5 what rights they may have, I may decide, for
6 example, not to address that question. I
7 understand why you want it addressed, but I think
8 I got to hear from counsel.
9 MR. KUHN: Well, you have a few
10 options. You could say this is exclusive to the
11 Ewings and nobody else or say only that the Ewings
12 have the right to use it, and I'm not ruling on
13 anybody else's right to use it.
14 THE COURT: There you go.
15 MR. KUHN: Or you could say nobody has
16 the right to use it.
17 THE COURT: There you go.
18 MR. KUHN: Although I believe that by
19 being a party to this action, they are bound by
20 your order, and so you can rightfully say the
21 association has lost its right to this long ago.
22 And I think that may be their
23 position. They have repeatedly said in court they
24 don't have a dog in the fight.
25 THE COURT: Normally, if you have an

1 issue with the property, you show up in court,
2 okay.
3 MR. KUHN: Don't think you'll be
4 ruffling any feathers, to use a legal term, to say
5 they don't have the right to use it. I just don't
6 want some crazy person down the road to read your
7 order and say: Oh, gosh, the Ewingses can use it,
8 it's a road. I'm going to start using it and
9 going to their carport, go to my clients' carport.
10 THE COURT: I understand. Except for
11 Santa Claus, okay, on one day a year. I
12 understand exactly what you're saying, okay.
13 MR. KUHN: And as far as the Ewings
14 go, are they confined to using the driveway, that
15 approximately 12 to 14 feet that's being used, or
16 can they just wander all over the full 40 feet and
17 turn it into a two-lane highway?
18 THE COURT: I understand exactly.
19 MR. KUHN: We would like the scope of
20 the use. And can they use it just to access their
21 property, go back and forth, and not for any other
22 purposes?
23 THE COURT: I hear you.
24 MR. KUHN: These are questions we just
25 would like addressed, clarified. And can we keep

1 them off the property that's not within that
2 40 feet as shown on that original plat?
3 And who pays for the maintenance of
4 this? If this was just my clients' driveway,
5 obviously, they would pay for the maintenance of
6 it, as they have in the past, but if the Ewings
7 are going to use it, should they be responsible
8 for the maintenance of it and reimburse my client
9 for the maintenance that has been incurred?
10 THE COURT: I'm going to hear counsel
11 from the other side on one or two of these issues
12 when you get done, even though we're --
13 MR. KUHN: Your Honor, these are
14 issues we would like clarified to avoid having to
15 come back down the road.
16 THE COURT: As pleasant as you all
17 are, right, I don't want to make a permanent trip.
18 MR. KUHN: Thank you, Your Honor.
19 MR. TEDDER: One second. I want to
20 see if I can find something I think was already in
21 the record.
22 THE COURT: I don't know who our
23 wonderful observer is just sitting in the back
24 there, but this is an unusual --
25 MR. EWING: Mr. Ewing.

1 THE COURT: Oh, you're Mr. Ewing. Oh,
2 I apologize. I didn't really know.
3 MR. EWING: That's fine.
4 THE COURT: Okay. I got it. I
5 understand exactly, sir, why you're sitting where
6 you're sitting.
7 MR. TEDDER: What I was looking for,
8 Your Honor, was I know that when we initially
9 convened, Mr. Grimsley was here, made an
10 appearance.
11 THE COURT: Yes, he did.
12 MR. TEDDER: And you offered him the
13 opportunity to stay or go, and he chose to go
14 after stating the position of the association, and
15 he stayed for the testimony of the association's
16 manager, so we have some indication in there.
17 But I would agree that whatever we
18 propose to do and any of our proposed
19 clarifications to your order continue to be
20 forwarded on to Mr. Grimsley for his opportunity
21 to observe --
22 THE COURT: I understand that.
23 MR. TEDDER: -- and to enter an
24 objection at any point, even if he wasn't here.
25 THE COURT: Right. I'm in agreement

1 with that. That's only fundamental theories,
2 especially because he -- I don't know that he
3 thought this issue was ever going to come up,
4 because, frankly, I didn't know this issue was
5 going to come up.
6 MR. TEDDER: Again, to the first thing
7 that Mr. Kuhn was talking about about ownership,
8 we have not contested the validity of the deeds of
9 the property that comprises that area that's been
10 variously described as laying between the old
11 Lot 29 or 28 and Lot 1. Our beef has been over
12 what that fee was subject to.
13 Insofar as the right to use it, is it
14 everyone or everyone else, I think the law, if you
15 find that the easement was completed, 18 at 45, at
16 that time, that everyone in the subdivision has a
17 right to rely on that, because you have a separate
18 public easement, and you have a separate private
19 easement. I think it's clear we have a private
20 easement.
21 I think it's the homeowners
22 association responsibility to speak for its other
23 members as to whatever rights there may remain in
24 them for the 40-foot extension of Pleasant Point
25 Drive.

1 Inasmuch as maintenance goes, and the
2 photographs that were shown saying the defendants
3 have spent money, we didn't ask them to spend that
4 money. It may be moved, so we don't want to be
5 responsible for any maintenance that was done
6 during the pendency of this lawsuit. They chose
7 to do it on their own. We objected. Unless at
8 some point in time your order, if you continue
9 that it is overturned, that's got to come out, and
10 it's got to go someplace else.
11 The maintenance of the road, if it was
12 a homeowners association responsibility, would be
13 on the homeowners association and those who pay
14 dues for it. Otherwise, it would fall to the
15 common law, which the common law says that those
16 that use the road are required to maintain it, and
17 then we end up either, by agreement or by court
18 order, determining what percentage of share of
19 maintenance and by what methodology and to what
20 extent it has to be maintained.
21 Traditionally, it has been an oyster
22 shell-type/gravel road, not paved. I think that
23 would be an issue for a revisit after we know what
24 the final order would be.
25 And as to the entire width or

1 something else, a question that was raised from
2 Mr. Kuhn, I think my initial argument was it is
3 the entire 40-foot width up to the carport and to
4 the end of the carport, which is a few feet beyond
5 the drawn easement on 18 at 45, and that based on
6 the prescriptive easement, it would have been
7 where it meandered off, as shown on the plats that
8 were submitted to the Court that no one has really
9 stated had any incorrect depiction of the dirt
10 road at the beginning of this lawsuit. Of course,
11 that's subject to your determination as to what it
12 is.
13 The use of the 40-foot area I think is
14 subject to whatever is usual, customary, and
15 normal for a roadway, which includes proper
16 drainage, whether that is just slope or anything
17 else, and some landscaping, whether that just be
18 merely grass or whatever.
19 But I think that -- I don't want to
20 get down to the minutia. There's going to be an
21 argument over who's going to mow the grass in the
22 40-foot area, but I know that neighbors have
23 argued over that. I think each of them have an
24 equal right to maintain it, subject to
25 contribution.

1 THE COURT: I'm thinking. I hear what
2 you're saying. I also heard what he said. Let
3 me -- let me think about that, okay.
4 MR. TEDDER: And we were talking
5 about -- we may submit an alternative solution to
6 where the driveway's going to be, pending any
7 appeal, which may just be opening up both or
8 closing down one.
9 THE COURT: Well, on your own, all
10 right, before -- this is totally dicta to the
11 parties. Dicta means unnecessary to the opinion,
12 just the judge's own personal thoughts, okay, an
13 aside, all right. Kind of like at a cocktail
14 party, where somebody says that you didn't ask,
15 and it's not relevant, but for whatever it's
16 worth.
17 If there's a way -- if there's a way
18 to resolve this case after I get done with 59(e),
19 I would encourage you to at least sit down. You
20 all look like very, very nice, pleasant, civil
21 people, and I know you have excellent counsel, and
22 if there is a way to avoid more litigation and
23 more expenses and more uncertainty -- and if you
24 think I'm odd, wait 'til you see --
25 Go off the record. We are off the

1 record now.
2 (Off-the-record conference.)
3 THE COURT: A, I'm going to ask the
4 court reporter to not rush it -- Marie, this is
5 not that -- but in due course, in line with
6 everything else, type it all up, all right, and
7 send me a copy. I'm sure the lawyers will want a
8 copy of what was said here today. I will email
9 people when I get it, and within ten days, I will
10 have finished whatever I'm going to do on these
11 two motions.
12 You certainly have given me a lot to
13 think about, you really have, and I respect
14 both -- all of you, I really do. And as usual,
15 it's been a pleasure to listen to a really
16 fascinating, fascinating case.
17 MR. TEDDER: Thank you.
18 THE COURT: Thank you.
19 MR. KUHN: Thank you, Your Honor.
20 (The proceedings were concluded at
21 11:28 AM.)
22
23
24
25

1 CERTIFICATE OF REPORTER

2

3 I, Marie H. Bruegger, Registered
Professional Reporter, Certified Realtime
4 Reporter, and Notary Public for the State of South
Carolina at Large, do hereby certify that the
5 foregoing transcript is a true, accurate, and
complete record.

6

I further certify that I am neither
7 related to nor counsel for any party to the cause
pending or interested in the events thereof.

8

Witness my hand, I have hereunto
9 affixed my official seal this 31st day of May,
2016, at Charleston, Charleston County, South
10 Carolina.

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21 Marie H. Bruegger
Registered Professional
22 Reporter, CCR
My commission expires
23 April 18, 2021

24

25

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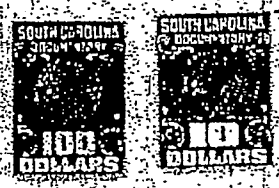
169 160

The State of South Carolina,

COUNTY OF BEAUFORT



KNOW ALL MEN BY THESE PRESENTS, That

Pleasant Point Plantation, Inc., a corporation organized under the laws of the State of South Carolina, and having its principal place of business in Beaufort, South Carolina

Revenue Stamps Collected
$ 605.50
Beaufort County, S. C.

in the State aforesaid, for and *in consideration of the sum of*

Fifty-Five Thousand and no/100 ($55,000.00) *Dollars*

to it in hand paid at and before the sealing of these presents, by R. McC. Tompkins and Julia V. Tompkins

in the State aforesaid, *(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said R. McC. Tompkins and Julia V. Tompkins

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lot 1 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 245, in the office of the Clerk of Court for Beaufort County, South Carolina.

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

EXHIBIT D-1
WIT.
DATE 5-20-16
Marie Bruegger, CRR, RPR

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 R. McC. Tompkins and Julia V. Tompkins, their *Heirs and Assigns forever.*

And the said Pleasant Point Plantation, Inc. *does hereby bind itself*

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

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 R. McC. Tompkins and Julia V. Tompkins, their *Heirs and Assigns forever. And the said* Pleasant Point Plantation, Inc. *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* R. McC. Tompkins and Julia V. Tompkins, their *Heirs and Assigns, against itself and its successors, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF Pleasant Point Plantation, Inc. *(Corporate name of Corporation)* *has caused these presents to be executed in its name, by* Harold E. Trask *(Legal name of President or Vice-President)* *its President and by* Felix B. Greene, Jr. *(Legal name of Sec. or Treas.)* *its* Secretary *and its corporate seal to be hereto affixed this* 5th *day of* December *in the year of our Lord one thousand nine hundred and* sixty-nine *and in the one hundred and* ninety-fourth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of:

PLEASANT POINT PLANTATION, INC. (Seal)

By Harold E. Trask, President

Witness

Witness

Felix B. Greene, Jr., Sec. or Treas.

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me Ganelle R. Polk (Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation, Inc. (Insert name of Corporation)

by Harold E. Trask (Insert name of President or Vice President) its

President sign the within Deed, and Felix B. Greene, Jr. (Insert Sec. or Treas.) its

Secretary attest the same, and the said Corporation, by said officers, seal

said Deed, and, as its act and deed, deliver the same, and that he with Colden R. Battey, Jr. (Insert name of other Witness)

witnessed the execution thereof.

Ganelle R. Polk (Witness)

SWORN to before me, this 5th day of December A. D. 19 69

Colden R. Battey (Seal)

Notary Public, S. C.

My Commission expires January 1, 1970

STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 126 at Page 34, does hereby release from the lien thereof the within described portion of the mortgaged premises from the lien thereof, the within described portion of the mortgaged premises designated as Lot 1 of Pleasant Point Plantation Country Club Section.

WITNESSES:

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY: [illegible]

Attest: [illegible]

3

STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

PERSONALLY appeared before me [illegible] and made oath

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort) MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 126 at Page 34, does hereby release from the lien thereof, the within described portion of the mortgaged premises from the lien thereof, the within described portion of the mortgaged premises designated as Lot 1 of Pleasant Point Plantation Country Club Section.

WITNESSES:

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY:

Attest:

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort

PERSONALLY appeared before me and made oath that he saw the within-named as of The South Carolina National Bank of Charleston, Charleston, South Carolina, sign, seal and as his act and deed deliver the within written Partial Release of Mortgage, and that he with witnessed the execution thereof.

SWORN to before me this 15th day of December 1969.

L. S.

Notary Public for South Carolina
My Commission expires

Release Recorded 12/15/69
Book 169, Page 150
Clerk of Court

The State of South Carolina,
Pleasant Point Plantation, Inc.
TO
R. McG. Tompkins and
Julia V. Tompkins
TITLE TO REAL ESTATE
Filed this 15th day of DECEMBER A.D. 19 69
at 3:30 o'clock P. M.
and recorded Vol. 169 Page 150
Fee $ 1.50
Register Mesne Conveyance, Beaufort County, S. C.
Recorded this day of 19 in page
Fee $
Auditor Beaufort County

HKB

7

000774

WALKER, EVANS & COTHRAN CO. CHARLESTON, S. C. Rev. 1938

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The State of South Carolina,

COUNTY OF BEAUFORT

Revenue Stamps
Collected
22.00
Beaufort County, S.

KNOW ALL MEN BY THESE PRESENTS, That

Pleasant Point Plantation, Inc., a corporation organized under the laws of the State of South Carolina, and having its principal place of business in Beaufort, South Carolina

in the State aforesaid, ---------- for and ---------- *in consideration of the sum of*

Twenty Thousand and no/100 ($20,000.00) ---------- *Dollars*

to it in hand paid at and before the sealing of these presents, by R. McC. Tompkins and Julia V. Tompkins

in the State aforesaid, *(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said R. McC. Tompkins and Julia V. Tompkins

ALL those certain pieces, parcels or lots of land, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of Court for Beaufort County, South Carolina.

This conveyance is made by the grantor and accepted by the grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 161 at Page 39.

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 R. McC. Tompkins and Julia V. Tompkins *their* *Heirs and Assigns forever.*

Pleasant Point Plantation, Inc. *does hereby bind itself*

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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 R. McC. Tompkins and Julia V. Tompkins, their Heirs and Assigns forever. And the said Pleasant Point Plantation, Inc. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said R. McC. Tompkins and Julia V. Tompkins, their Heirs and Assigns, against itself and its successors and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF Pleasant Point Plantation, Inc. (Insert name of Corporation) has caused these presents to be executed in its name by Harold E. Trask (Insert name of President or Vice-President) its President and by Felix B. Greene, Jr. (Insert name of Sec. or Treas.) its Secretary and its corporate seal to be hereto affixed this 5th day of December in the year of our Lord one thousand nine hundred and sixty-nine, and in the one hundred and ninety-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Witness

Witness

PLEASANT POINT PLANTATION, INC. (Seal)

By Harold E. Trask, President

Felix B. Greene, Jr. Sec. or Treas.

6

The State of South Carolina,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Ganelle R. Polk (Insert name of Witness) who, on oath, says that he saw the within named Pleasant Point Plantation, Inc. (Insert name of Corporation) by Harold E. Trask (Insert name of President or Vice-President) its President sign the within Deed, and Felix B. Greene, Jr. (Insert Sec. or Treas.) its Secretary attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Colden R. Battey, Jr. (Insert name of other Witness) witnessed the execution thereof.

Ganelle R. Polk
(Witness)

SWORN to before me, this 5th day of December A. D. 19 69

(Seal)
Notary Public, S. C.
My Commission expires January 1, 1970

STATE OF SOUTH CAROLINA)
COUNTY OF)

MORTGAGE RELEASE

For valuable consideration, a receipt of which is hereby acknowledged, the South Carolina National Bank of Charleston, Charleston, South Carolina, holder and owner of that certain mortgage given by Pleasant Point Plantation, Inc. to the South Carolina National Bank of Charleston, Charleston, South Carolina, dated December 18, 1968, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 176 at Page 34, does hereby release from the lien thereof, the within described portion of the mortgaged premises designated as Lots 2 and 3 of Pleasant Point Plantation Country Club Section.

WITNESSES:

THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON

BY:

Attest:

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me and made oath that he saw the within-named as of The South Carolina National Bank of Charleston, Charleston, South Carolina, sign, seal and as his act and deed deliver the within written Partial Release of Mortgage, and that he with witnessed the execution thereof.

SWORN to before me this 17th day of December, 1969.

L. S.
Notary Public for South Carolina
My Commission expires

The State of South Carolina,
Pleasant Point Plantation, Inc.
TO
R. McC. Tompkins and Julia V. Tompkins
TITLE TO REAL ESTATE
Filed this 15th day of DECEMBER A. D. 19 69 at 5:30 o'clock, P. M. and recorded Vol. 160, Page 151
Fee, $ 1.50
Register Mesne Conveyance, Beaufort County, S. C.
Recorded this day of 19 in page
Fee, $
Auditor Beaufort County.

7

000777

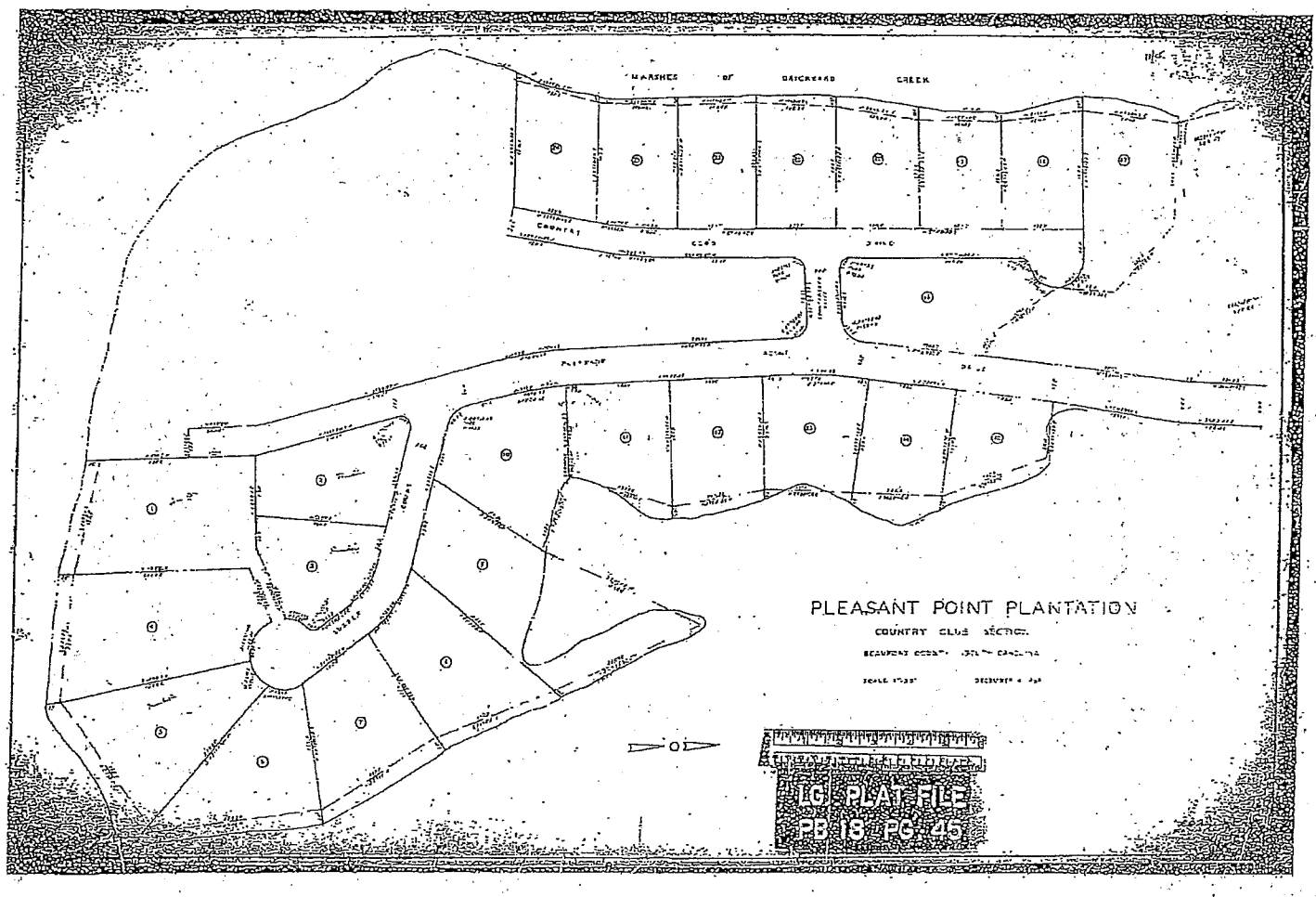
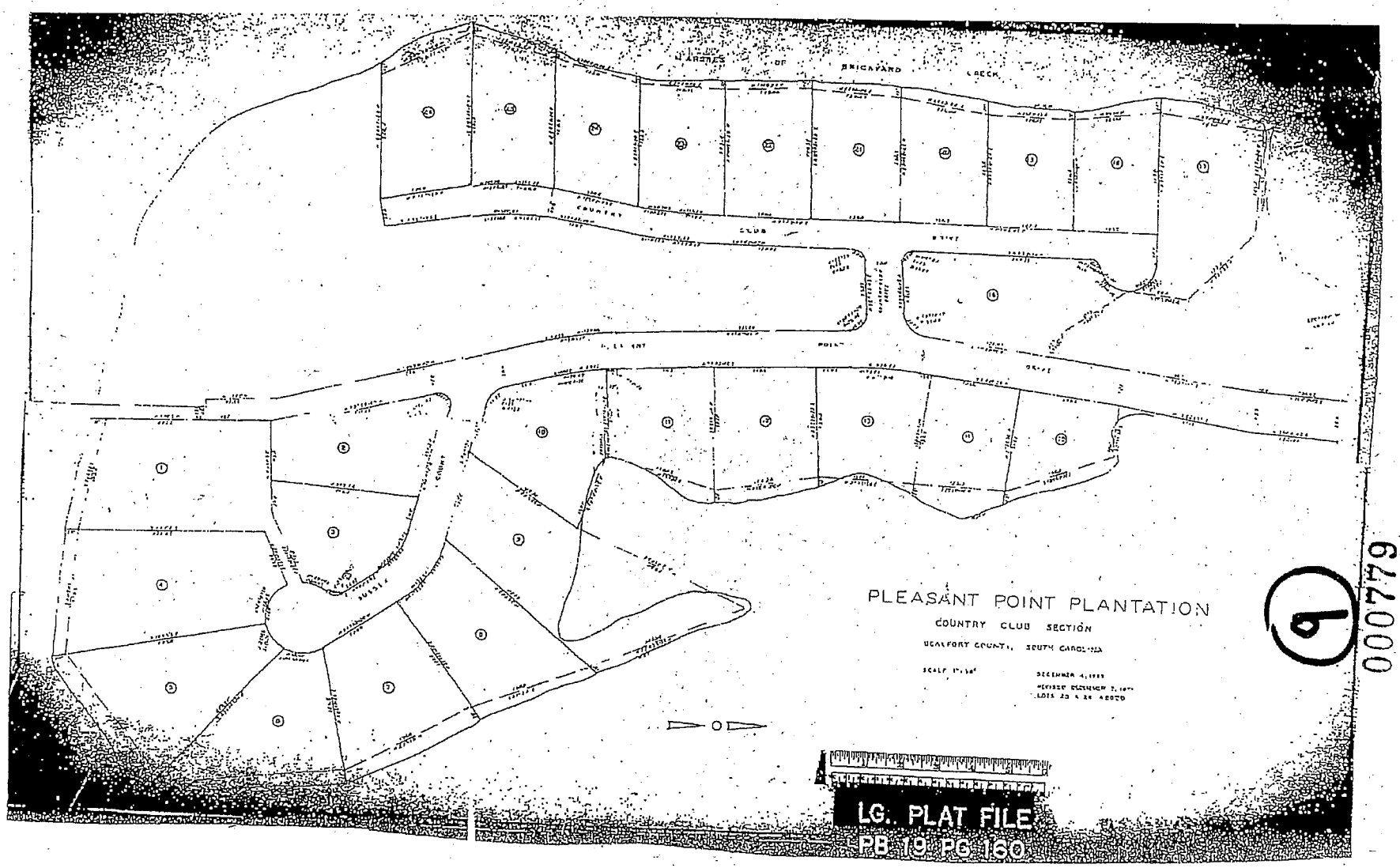

MARSHES OF BASCKEAND CREEK
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
LC PLAT FILE
PB 18 PG 45

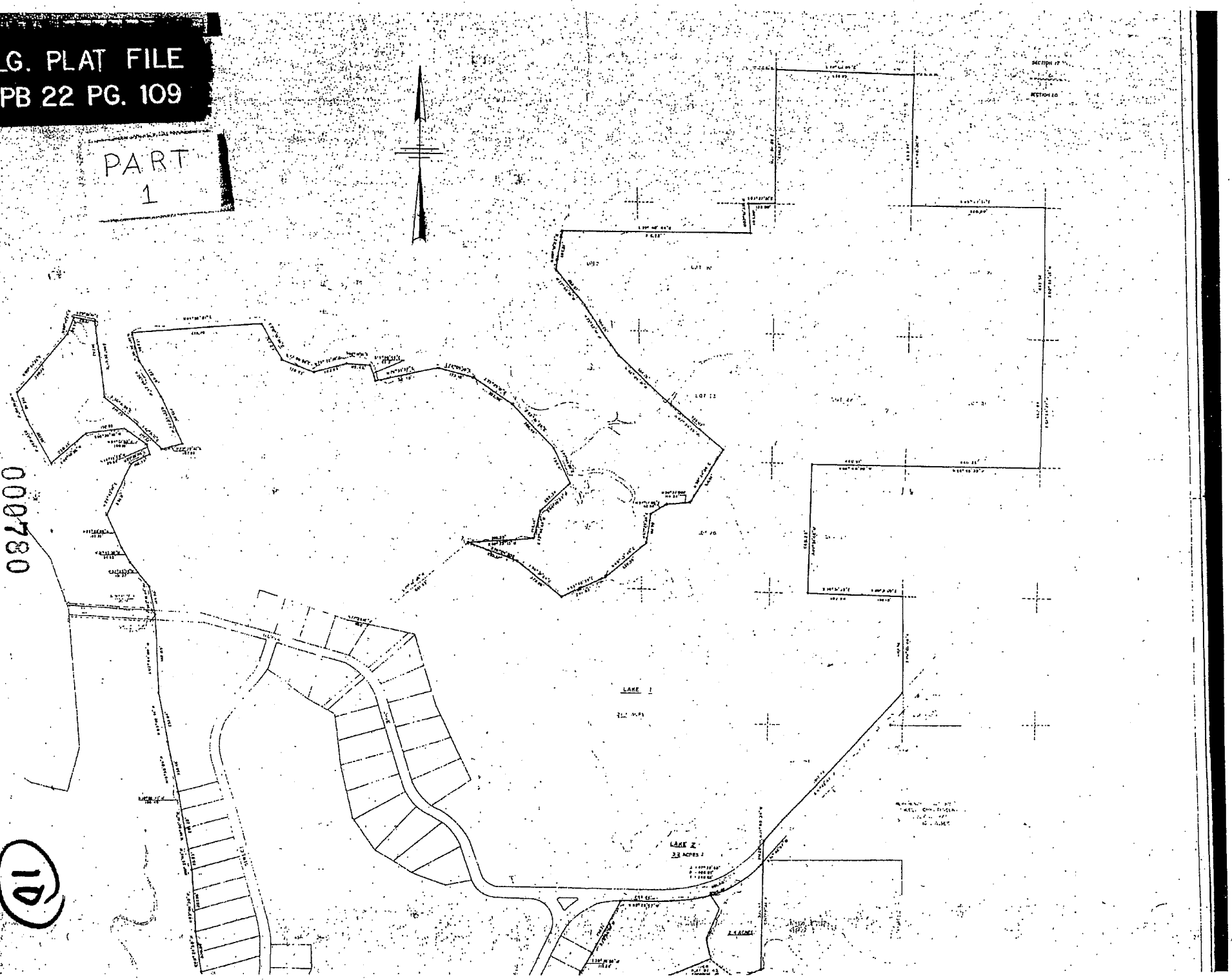
EXHIBIT 1 (8)


PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
LG. PLAT FILE
PB 19 PG 160

000779

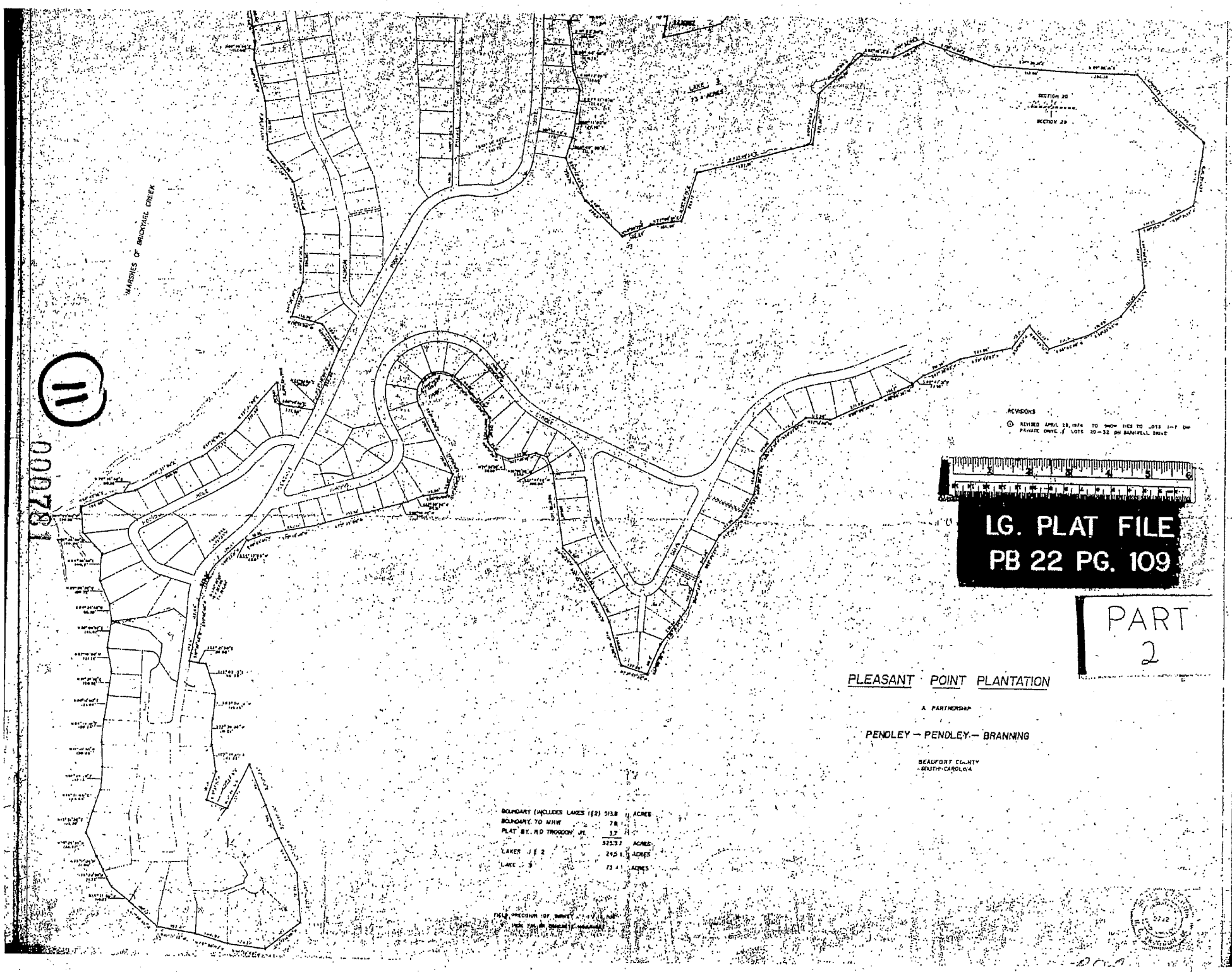
LG. PLAT FILE
PB 22 PG. 109

PART
1

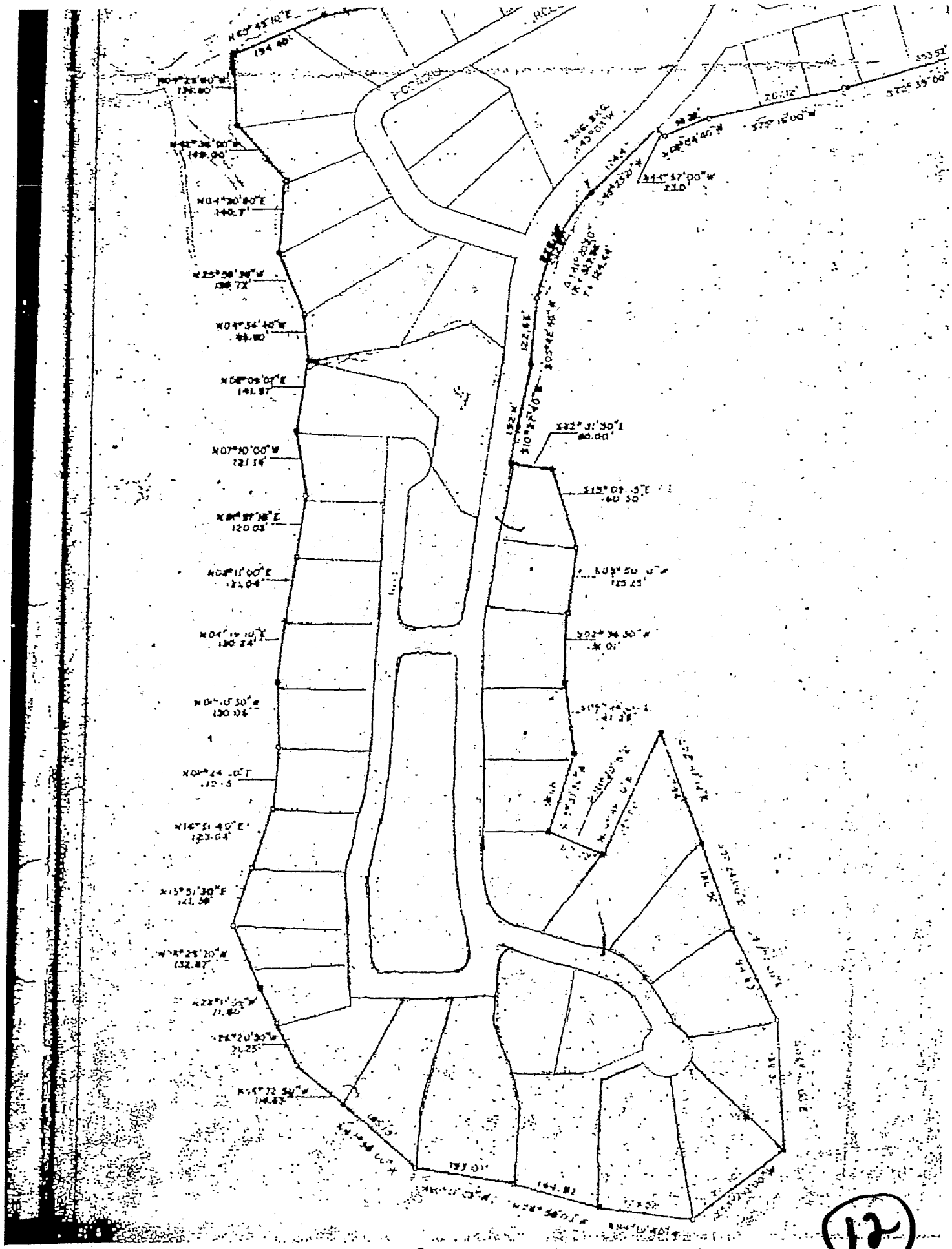


000780

19


MARSHES OF BRICKYARD CREEK
LAKE 3
73 + ACRES
SECTION 30
SECTION 29
REVISIONS
REVISED APRIL 28, 1974 TO SHOW TIES TO LOTS 1-7 ON PRIVATE DRIVE & LOTS 20-32 ON BARNWELL DRIVE
LG. PLAT FILE
PB 22 PG. 109
PART
2
PLEASANT POINT PLANTATION
A PARTNERSHIP
PENDLEY — PENDLEY — BRANNING
BEAUFORT COUNTY
SOUTH CAROLINA
BOUNDARY (INCLUDES LAKES 1 & 2) 513.8 ACRES
BOUNDARY TO MHW 78.1
PLAT BY R.D TROGDON JR 37
325.3 ACRES
LAKES 1 & 2 245.1 ACRES
LAKE 3 73.1 ACRES

00078



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STATE OF SOUTH CAROLINA)
) EASEMENT
CITY OF BEAUFORT)

248 p
454

WHEREAS, Pleasant Point Plantation is the owner of certain real property on Lady's Island, Beaufort County, State of South Carolina as shown on a plat recorded in Plat Book 18 at Page 45 of a plat prepared by R. D. Trogdon, Jr. dated December 4, 1969 in the Office of the Clerk of Court for Beaufort County, South Carolina; and,

WHEREAS, Rathvon McC. Tompkins is the owner of Lots One (1), Two (2) and Three (3) as shown on the plat referred to above; and,

WHEREAS, Pleasant Point Plantation and Rathvon McC. Tompkins have entered into an agreement for the grant of an easement by Pleasant Point Plantation to Rathvon McC. Tompkins of certain real property described below.

NOW, therefore, in and for the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Pleasant Point Plantaion hereby grants, assigns and sets over to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives, an easement for the right to construct walkways, driveways, install water lines and sewer lines, utility lines and poles; and ornamental exterior objects; and to plant and maintain trees, shrubbery and grass in and on the real property described as follows, to-wit:

ALL that certain piece, parcel or tract of real property on Lady's Island, Beaufort County, State of South Carolina, shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., on April 30, 1974 and is more particularly described as beginning at a concrete marker on the Western boundary line of Lot One (1) which is One Hundred Sixty-Nine (169.00) feet, more or less, from the marshes of Brickyard Creek; and thence proceeding in the direction of N16°[illegible]'40"W for a distance of One Hundred Seventy-One and Sixty-Five Hundredths (171.65) feet to a concrete marker; thence proceeding in the direction of N1°58'W for a distance of One Hundred Twenty-Eight and Forty Hundredths (128.40) feet to a concrete marker; thence proceeding in the direction of S13°39'40"E for a distance of Two Hundred Eighteen and Fifteen Hundredths (218.15) feet along the Western boundary line of lot Two (2) to a concrete marker; thence in the direction of S°1.00'E for a distance of Eighty-One (81.00) feet along the Western boundary line of Lot One (1) to a concrete marker which is the point of beginning. For a more complete and accurate description, reference is made to the above referred to plat which is attached hereto and made a part hereof.

To have and to hold the said easement, the rights, members and hereditaments thereto, all and singular, to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives.

In witness hereof, Pleasant Point Plantation, has caused this agreement to be executed on August 26, in the year of our Lord one thousand nine hundred and seventy-six and in the two hundred and first year of the Sovereignty and Independence of the United States of America.

Carolyn M. Brown
J. Thomas Mitchell

PLEASANT POINT PLANTATION
By: [signature]
Clyde C. Branning, General Partner

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Carolyn M. Brown and made oath that saw the within-named Pleasant Point Plantation by Clyde C. Branning sign, seal and, as his act and deed, deliver the within-written Easement for the uses and purposes therein mentioned and that with J. Thomas Mitchell witnessed the execution thereof.

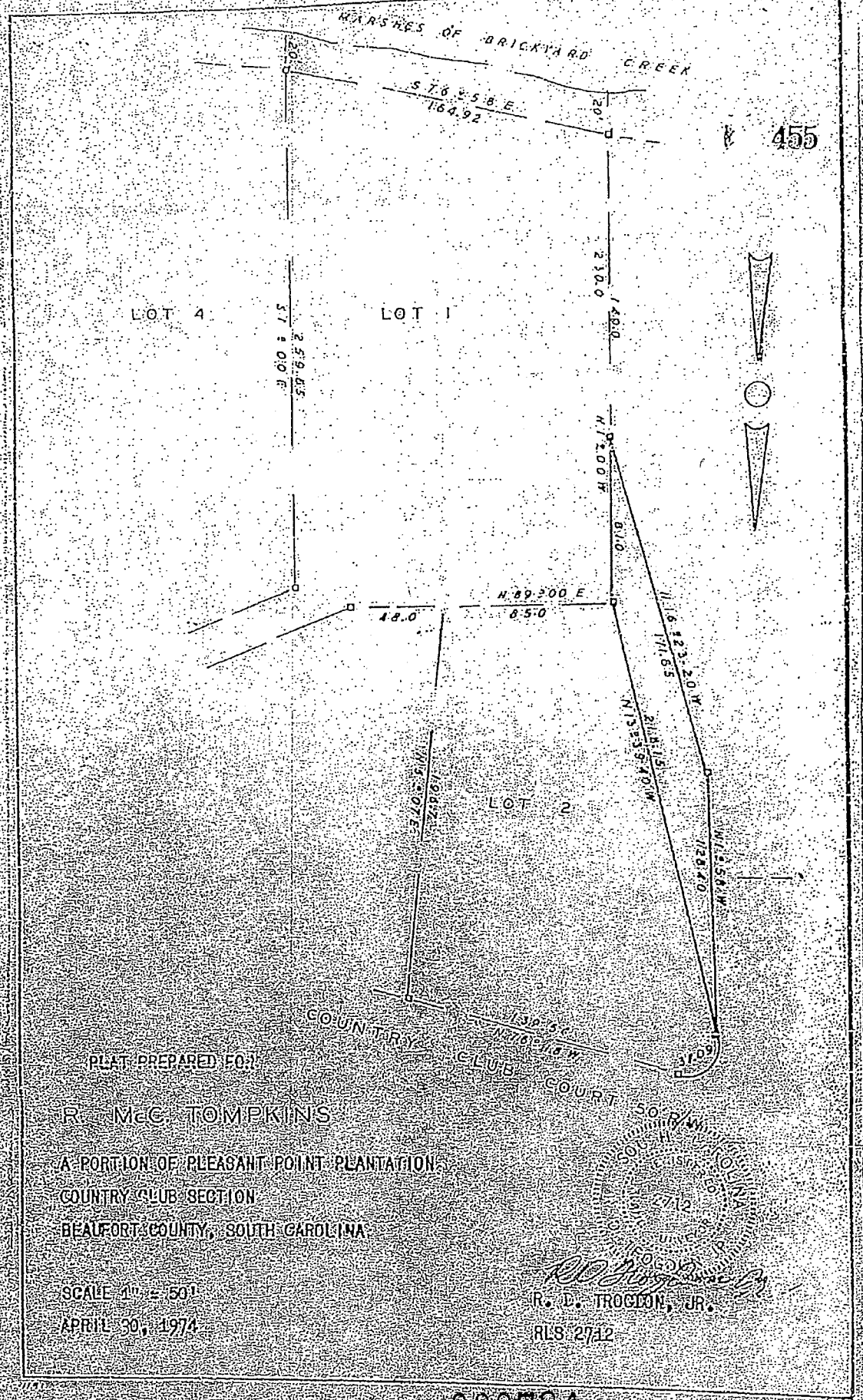
SWORN to before this 26th day of August, 1976

J. Thomas Mitchell
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: June 13, 1977

Carolyn M. Brown

000783

13


MARSHES OF BRICKYARD CREEK
S 76° 58' E
164.92
455
LOT 4
LOT 1
LOT 2
S 1° 00' E
259.05
N 1° 00' W
N 89° 00' E
48.0
65.0
N 23° 38' 40" W
COUNTRY CLUB COURT
PLAT PREPARED FOR:
R. McC. TOMPKINS
A PORTION OF PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
SCALE 1" = 50'
APRIL 30, 1974
R. D. TROGDON, JR.
RLS 2712

000784

14

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

456

FILED AT 1:09 O'CLOCK P.M. MAY 17 1976

RECORDED IN BOOK 24 PAGE 1

CLERK OF COURT OF COMMON PLEAS

HARVEY, PATTEY, MACLEOD & HUTTON

ATTORNEYS AND COUNSELLORS AT LAW

HILTON HEAD ISLAND, S. C.

000785

15

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

Revenue Stamps Collected
$ 2,420.00
Beaufort County, S. C.

THIS INDENTURE, made this 16 day of July, in the Year of our Lord One Thousand Nine Hundred and Eighty-One, between Morprop Incorporated of the State of New York and County of New York, of the first part, and PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership, of the State of South Carolina and County of Beaufort, of the second part,

1460

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO MILLION, TWO HUNDRED THOUSAND AND NO/100 ($2,200,000.00) DOLLARS in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise and convey to the said party of the second part, its successors and assigns, all that tract or parcel of land, lying and being in Beaufort County, South Carolina and more particularly described in Exhibit A hereto, but subject to the exceptions shown on Exhibit B hereto, together with all rights, members, hereditaments and appurtenances, of the party of the first part, or in anywise appertaining and the reversions, remainders, rents, issues and profits thereof, including without limitation any such rights arising under the Declaration of Rights described on Exhibit B hereto and all improvements and fixtures located on the property described by Exhibit A. The party of the first part retains and reserves any rights or recoveries it may have arising through or under certain litigation now pending among the United States of America, Morgan Guaranty Trust Company and others.

TO HAVE AND TO HOLD the said described premises with its hereditaments, privileges and appurtenances unto the said party of the second part, its successors and assigns forever, so that neither the said party of the first part nor its successors or assigns, nor any other person or persons claiming under it shall at any time, by any means or ways, have, claim or demand any right to title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, the day and year above written.

1451

WITNESSES:

MORPROP INCORPORATED

By: B. Roland Palm, Vice-President of Morprop Incorporated

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

PROBATE

PERSONALLY appeared before me, Walter Driver, Jr., and made oath that s/he saw the within named MORPROP INCORPORATED, by B. Roland Palm, its Vice-President, sign, seal, and as its act and deed, deliver the within written Limited Warranty Deed, and that s/he with Walton J. Davis, Jr. witnessed the execution thereof.

SWORN TO before me, this 16 day of July, 1981.

Notary Public for South Carolina
My Commission Expires: 8-24-86

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Pleasant Point Plantation and containing 525.3 acres, more or less, as shown on a plat thereof prepared by R. D. Trogdon, Jr., R.L.S., dated April 11, 1974, entitled "Pleasant Point Plantation, a pa[illegible]rship, Pendley-Pendley-Branning, Beaufort County, South C[illegible] Line," and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at page 109. Said plat revised April 25, 1974. 1482

AND ALSO ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island in Beaufort County, South Carolina, and being a portion of the 525.3 acres known as Pleasant Point Plantation, containing 3.7 acres, more or less, as shown on a plat thereof prepared by R. D. Trogdon, Jr., R.L.S., dated March 3, 1969 and referred to on plat of 525.3 acres above referenced. Said plat of 3.7 acres is entitled, "Plat prepared for Pleasant Point Plantation, a partnership, Pendley-Pendley-Branning, a part of Pleasant Point, Beaufort County, South Carolina," as is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at page 110. Said plat revised June 4, 1974.

For a more detailed description as to metes, bounds, courses, and distances, reference may be had to the above referred to plats of record.

AND ALSO ALL right, title and interest of Pleasant Point Plantation, a partnership, in and to any and all land in and around the property situate above and below the mean high water mark.

SAVE AND EXCEPT from the above, Lots known as 7, 8, 9, 10, 11, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46 and 47 of TRACT A, as shown on plat recorded in Plat Book 17 at Page 57; ALSO, Lots 49, 50 and 51 of TRACT A, as shown on plat recorded in Plat Book 19 at Page 84; ALSO, Lots 2, 3, 11, 12, 13, 14, 15, 17, 19, 23 and 24 of TRACT B, as shown on plat recorded in Plat Book 17 at page 74; ALSO, Lots 1, 5 and 7 of TRACT C, as shown on plat recorded in Plat Book 18 at Page 215; ALSO, Lots 1, 2, 3, 4, 5, 6, 7, 8, 17, 19, 23, 24 and 26 of COUNTRY CLUB SECTION as shown on plat recorded in Plat Book 18 at Page 45; ALSO, Lots 21 and 25 of COUNTRY CLUB SECTION as shown on plat recorded in Plat Book 19 at Page 160. ALSO, the Fifty (50') foot causeway and eleven and one-tenth (11.1) acres of marsh conveyed to George A. Kramer, Jr., recorded in Deed Book 163 at Page 271, and forty-five and eight-tenths (45.8) acres conveyed to George A. Kramer, Jr., recorded in Deed Book 163 at Page 272.

EXHIBIT A

200 9A - 1, 2, 3, 4, 5, 6, 31, 32, 33, 34, 35, 36, 46, 48, 51, 52, 53, 54, 55, 56, 57, 63, 65, 67, 68, 69, 72, 73, 74, 75, 77, 80, 83, 88, 89, 90, 91, 92, 93, 95, 97, 99, 102, 104, 105, 106, 108, 1[illegible]

9B - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

4 - 63, 62A, 62, 39, 51, 39A

EXHIBIT B

1. General or special taxes and assessments required to be paid in the year 1980 and subsequent years.

2. Declaration of rights, restrictions, options and conditions as set forth in the instrument recorded in Deed Book 161 at page 39.

3. Right-of-way to South Carolina Electric & Gas Company as set forth in the instrument recorded in Deed Book 177 at page 245.

4. Agreement with United Telephone Company of the Carolinas, Inc., as set forth in the instrument recorded in Deed Book 196 at page 987.

5. Easements to South Carolina Power Company as set forth in the instruments recorded in Deed Book 60 at pages 429 and 431.

6. Title to any lands, swamps, marshes, marsh areas, etc., lying below the mean high water mark of the Beaufort River, Brickyard Creek or wherever, and claimed by the State of South Carolina or any governmental agency or quasi-governmental agency even though title thereto may be in dispute.

7. Easements as reserved in the plats recorded in Plat Book 19 at pages 84 and 160 and in Plat Book 17 at page 74 shown as utility and drainage easements.

8. Lis Pendens filed in Lis Pendens Book 3 at page 65. This Lis Pendens affects only Lot 19 of Country Club Section.

9. Right of ingress and egress as reserved in the instrument recorded in Mortgage Book 171 at page 1360 in said Clerk's office.

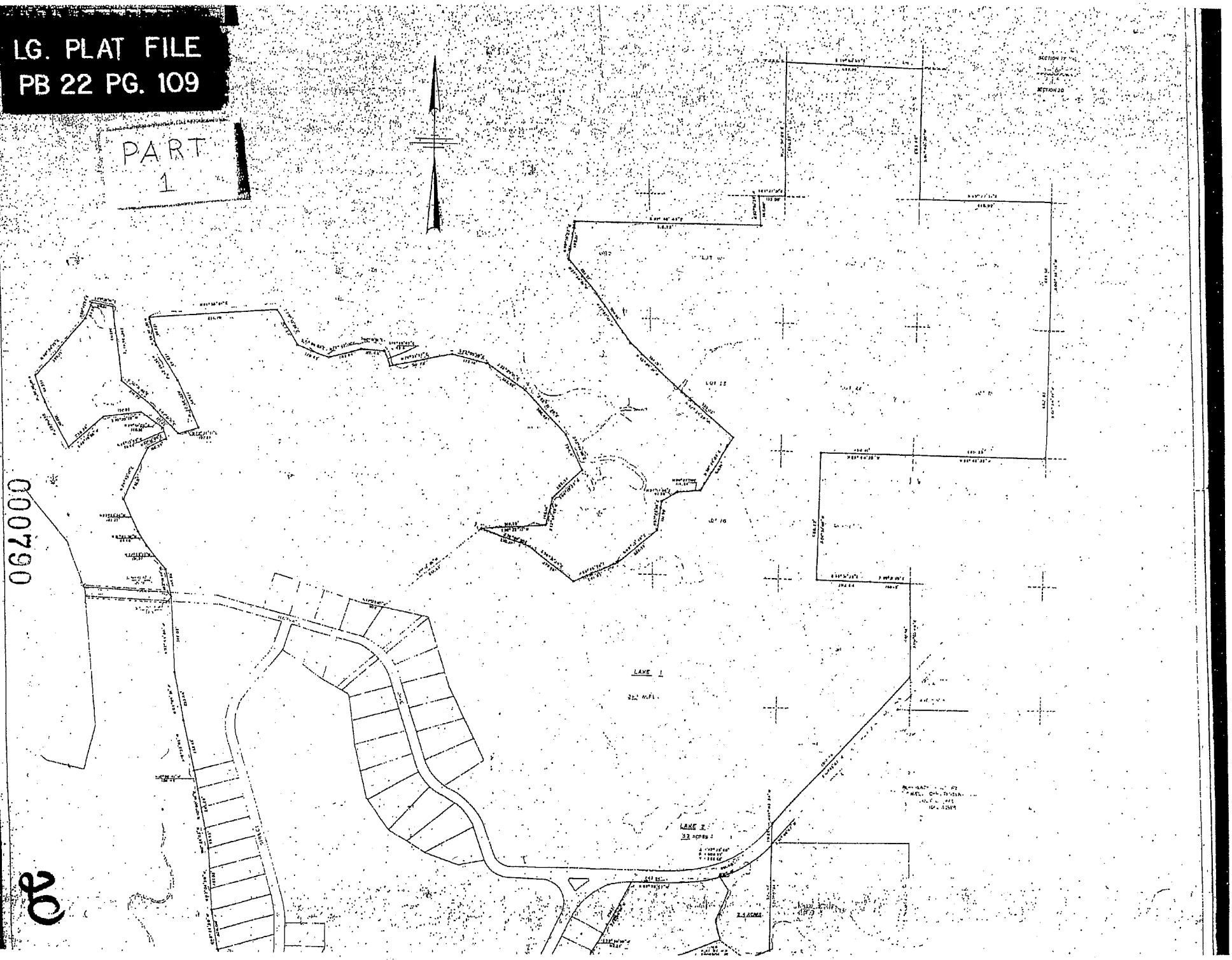
1453

FILED AT 12:50 O'CLOCK P M
BEAUFORT COUNTY S. C.
JUL 16 1981
RECORDED IN BOOK 327 PAGE 1460
Marion H. Fender, Dep.
CLERK OF COURT OF COMMON PLEAS

RECORDED THIS 23rd DAY OF July 1981
IN BOOK 171 PAGE 839
FEES $
Mary Ann Gray
AUDITOR, BEAUFORT COUNTY, S. C.

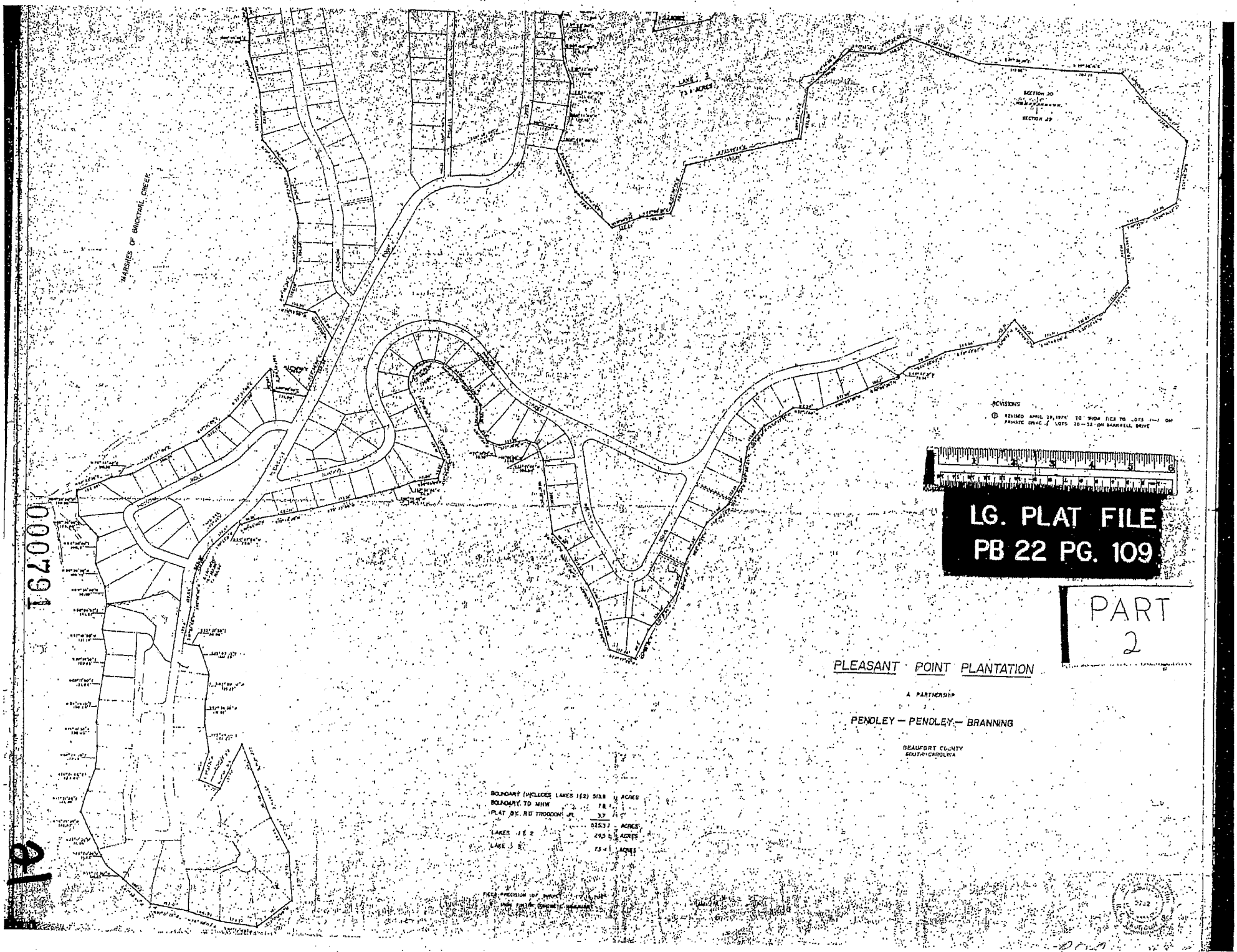
LG. PLAT FILE
PB 22 PG. 109

PART
1

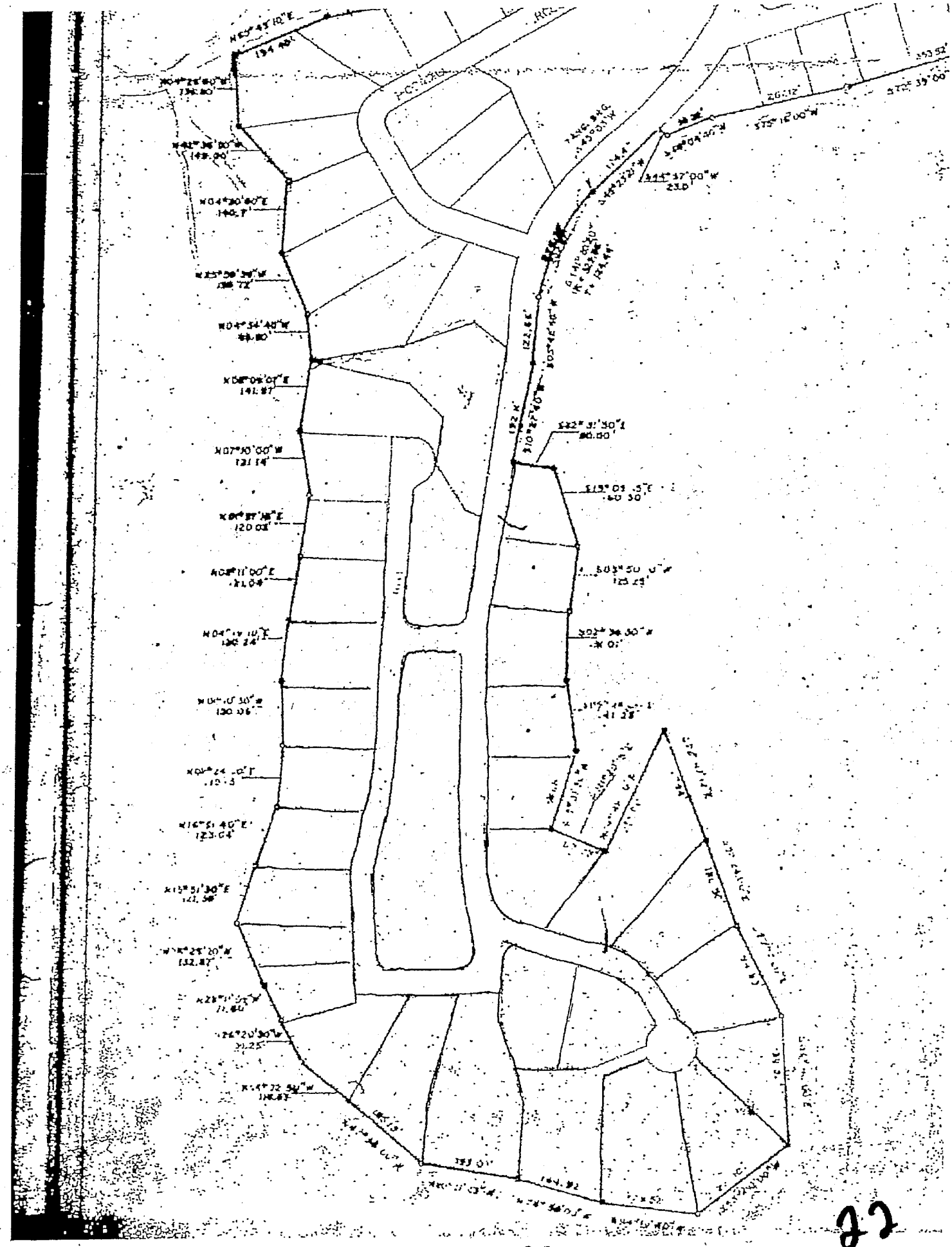


0007900

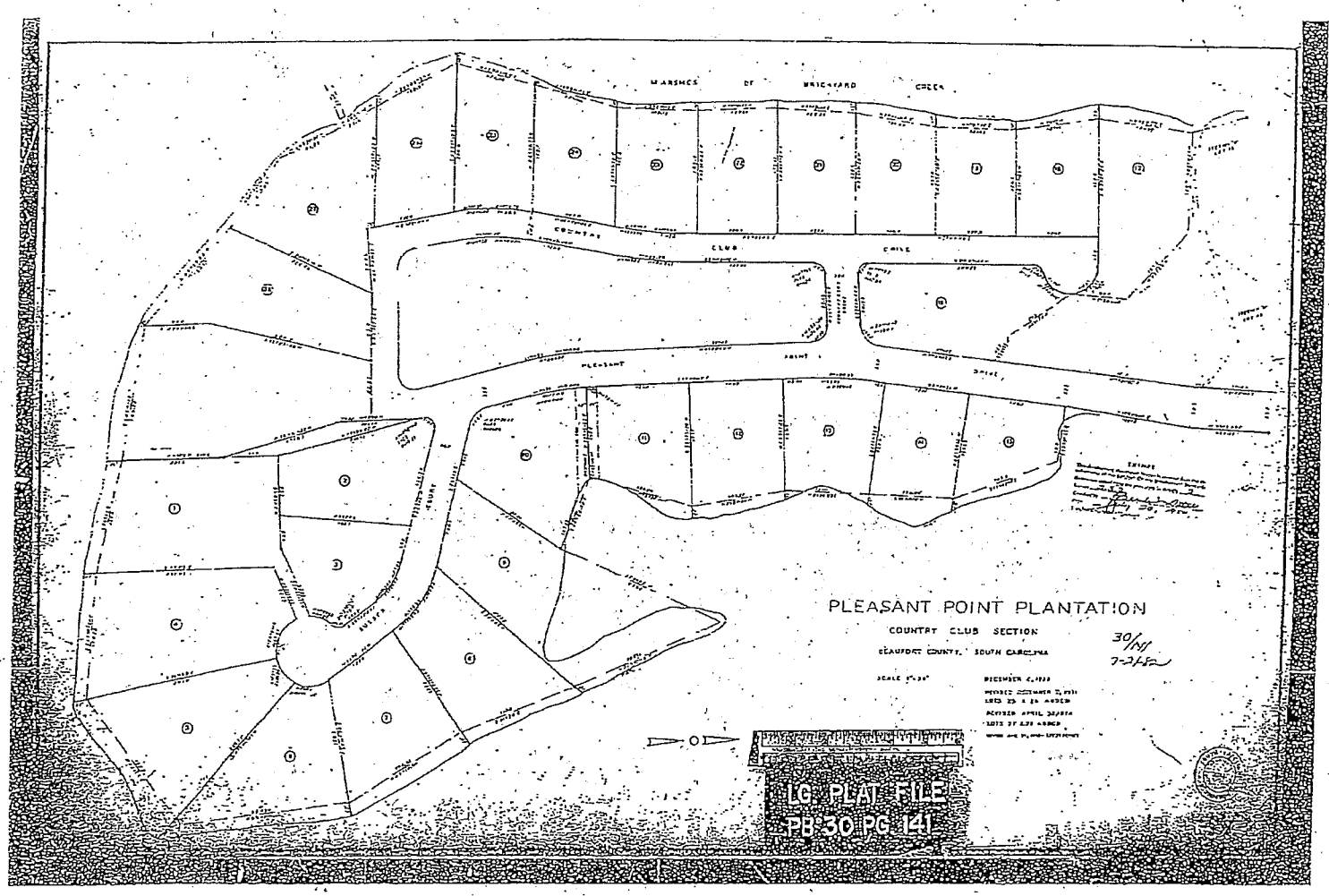
20


MARSHES OF BRICKYARD CREEK
LAKE 3
73.4 ACRES
SECTION 30
SECTION 29
REVISIONS
① REVISED APRIL 29, 1974 TO SHOW TIES TO LOTS 1-7 ON PRIVATE DRIVE & LOTS 10-32 ON BARNWELL DRIVE
LG. PLAT FILE
PB 22 PG. 109
PART
2
PLEASANT POINT PLANTATION
A PARTNERSHIP
PENDLEY — PENDLEY — BRANNING
BEAUFORT COUNTY
SOUTH CAROLINA
BOUNDARY (INCLUDES LAKES 1 & 2) 513.8 ACRES
BOUNDARY TO MHW 78.1
PLAT BY R.D. TRODDON JR. 3.7
LAKES 1 & 2 292.6 ACRES
LAKE 3 73.4 ACRES

1000791



22


MARSHES OF BRICKYARD CREEK
COUNTRY CLUB DRIVE
PLEASANT POINT DRIVE
PLEASANT POINT PLANTATION
COUNTRY CLUB SECTION
BEAUFORT COUNTY, SOUTH CAROLINA
LC PLAT FILE
PB 30 PG 141

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX 100.00

Form No. 116—Title to Real Estate by a Corporation

The State of South Carolina,

COUNTY OF BEAUFORT

116

KNOW ALL MEN BY THESE PRESENTS, That

PLEASANT POINT PLANTATION ASSOCIATES, A Limited Partnership

Revenue Stamps
Collected
$ 55.00
Beaufort County, S.C.

in the State aforesaid, ---------- for and ---------- *in consideration of the sum of*

TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration ~~Dollars~~

to it in hand paid at and before the sealing of these presents, by WILLIAM F. JONES PROPERTIES, INC.

in the State aforesaid, ---------- *(the receipt whereof is hereby acknowledged)*

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said WILLIAM F. JONES PROPERTIES, INC., ITS SUCCESSORS AND ASSIGNS FOREVER, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, and being shown and designated as Lot Number 28 of the Country Club Section of Pleasant Point Plantation as shown on a plat thereof prepared by R. D. Trogdon, Jr., R.L.S., recorded in Plat Book 30 at Page 141 in the Office of the Clerk of Court for Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1684 and Deed Book 330 at Page 1686 in the Office of the Clerk of Court for Beaufort County, South Carolina, and all utility and similar type easements heretofore filed of record applicable to this lot.

Ownership of this lot is subject to the By-Laws of the Pleasant Point Plantation Property Owners Association, Inc. and the assessments provided therefor as well as the assessments for water and sewer availability provided in the covenants.

This is a portion of the property conveyed to the within Grantor by deed of Morprop Incorporated recorded in Deed Book 327 at Page 1460 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

Dist	Map	Group	Parcel	Block
200	9	A	171	

000794

24

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 WILLIAM F. JONES PROPERTIES, INC., its successors ~~Heirs~~ *and Assigns forever.*

And the said PLEASANT POINT PLANTATION ASSOCIATES, A Limited Partnership *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* WILLIAM F. JONES PROPERTIES, INC., its successors ~~Heirs~~ *and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF PLEASANT POINT PLANTATION ASSOCIATES, A Limited Partnership *(Insert name of Corporation)* *has caused these presents to be executed in its name by* William S. Howard *(Insert name of President or Vice-President)* *its* General Partner ~~President~~, *and by* William F. Jones *(Insert name of Secretary or Treasurer)* *its* General Partner *and its corporate seal to be hereto affixed this* 29th *day of* June *in the year of our Lord, one thousand nine hundred and* eighty-two *, and in the* ~~year~~ 206th *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

Janet G. Gresham *Witness*

Carol H. [illegible] *Witness*

PLEASANT POINT PLANTATION ASSOCIATES,
A Limited Partnership *(Seal)*

By WILLIAM F. JONES ~~President~~

~~Secretary~~

WILLIAM S. HOWARD COMPANY BY
WILLIAM S. HOWARD

Witness

WILLIAM S. HOWARD COMPANY BY
WILLIAM S. HOWARD

The State of South Carolina,

COUNTY OF BEAUFORT

118

PERSONALLY appeared before me Janet G. Gresham (Insert name of Witness)

who, in oath, says that he saw the within-named Pleasant Point Plantation Associates, A (Insert name of Corporation)

Limited Partnership by William F. Jones, its General Partner (Insert name of President or Vice-President)

and William S. Howard Company by William S. Howard, its General (Insert name of Secretary or Treasurer) Partner

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Carl C. Hendricks, Jr. (Insert name of other Witness) witnessed the execution thereof.

Janet G. Gresham
JANET G. GRESHAM (Witness)

SWORN to before me, this 29th day of June, A. D. 1982

Carl C. Hendricks, Jr. (Seal)
Notary Public, S. C.
My Commission Expires: 8/16/87

H&H:CCH:r

Hendricks

The State of South Carolina

PLEASANT POINT PLANTATION ASSOCIATES,

A Limited Partnership

TO

WILLIAM F. JONES

PROPERTIES, INC.

119

TITLE TO REAL ESTATE

Filed this 2nd day of August, A.D. 1982, at 3:05 o'clock, P. M. and recorded Vol. 352 Page 116

Fee, $ 4.00

Nancy H. Lowry, Dep.

Register Mesne Conveyance.

Beaufort County, S. C.

Recorded this 9th day of August, 1982, in Book M Page 803

Fee, $

Mary Ann Grayson

Auditor Beaufort County.

The R. L. Bryan Company, Columbia, S. C.

000797

37

Form No. 106—Title to Real Estate by a Corporation

Revised 1972

The State of South Carolina.

County of Beaufort

FILED IN DEED BOOK 421 PAGE 722
FILED AT 140000 ON 06/03/85

KNOW ALL MEN BY THESE PRESENTS, That

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership

in the State aforesaid, ———— for and ———— *in consideration of the sum of*

ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 ($135,000.00) ————*Dollars*

to it in hand paid at and before the sealing of these presents, by ROBERT LEWIS WHITE, 310 Carolina Cove, Beaufort, South Carolina 29902
in the State aforesaid, ————*(the receipt whereof is hereby acknowledged)*

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said ROBERT LEWIS WHITE, HIS HEIRS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat made of the Country Club Section of Pleasant Point Plantation by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the Office of the Clerk of Court for Beaufort County, South Carolina. Said lot is bounded on the North by Pleasant Point Drive, whereon it measures 84.89 feet; on the West by Lot 28, whereon it measures 350 feet, more or less; on the South by the Beaufort River, whereon it measures 193.03 feet, more or less; and on the East by Lot 1, whereon it measures 169 feet, more or less, and by an undesignated narrow strip of land between the subject property and Lot 2 whereon it measures 223.06 feet. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is a portion of the same property conveyed to the within Grantor by deed of Morprop Incorporated dated July 16, 1981, and recorded on July 16, 1981, in Deed Book 327 at Page 1460 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619, and subject to rights-of-way as set forth in Deed Book 177 at Page 245, Deed Book 196 at Page 987, Deed Book 60 at Page 429, and Deed Book 60 at Page 431 in the Office of the Clerk of Court for Beaufort County, South Carolina.

This property is further subject to an as yet unrecorded avigation easement in favor of the United States of America as a result of certain litigation currently pending in the U.S. Court of Claims in a matter entitled "Cloide C. Branning, et al. vs. United States of America".

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	122	

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 ROBERT LEWIS WHITE, His *Heirs and Assigns forever*

FILED IN DEED BOOK 421 PAGE 723
FILED AT 140000 ON 06/03/85

And the said PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* ROBERT LEWIS WHITE, His *Heirs and Assigns, against itself and its successors* and all other persons *lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *(Insert name of Corporation)* *has caused these presents to be executed in its name by* William S. Howard, President of S. Howard Company, its General Partner ~~its~~ William ~~President~~ *and by* William F. Jones *its* General Partner ~~and its corporate seal to be hereunto affixed~~ *this* 31st *day of* May *in the year of our Lord one thousand nine hundred and* eighty-five *, and in the two hundred and* ninth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership *(Seal)*

By: William S. Howard Co. its Gen Ptnr

By: William S. Howard *President*

Witness

Witness

WILLIAM F. JONES, ~~Jr.~~ General Partner

000799

29

The State of South Carolina,

FILED IN DEED BOOK 421 PAGE 724
FILED AT 140000 ON 06/03/85

County of Beaufort

PERSONALLY appeared before me Marlene R. Smith
(Insert name of Witness)

who, on oath, says that he saw the within named Pleasant Point Plantation Associates, a South Carolina General Partnership
(Insert name of Corporation)

by William S. Howard, President of William S. Howard Company, its General Partner,
(Insert name of President or Vice-President)

~~President sign the within Deed~~ *and* William F. Jones *its*
(Insert Sec. or Treas.)

General Partner *attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with* Carl C. Hendricks, Jr.
(Insert name of other Witness)

witnessed the execution thereof.

Marlene R. Smith
(Witness)

SWORN to before me, this 31st *day of* May *A. D. 19* 85

C. C. Hendricks (Seal)
Notary Public, S. C.
My Commission Expires: 8/16/87