

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
Calvin L. Donaldson and)
Jacqueline K. Donaldson,)
)
Plaintiffs,)
)
vs.)
)
Thompkins Investments, LLC,)
)
)
Defendant)
_____)

IN THE COURT OF COMMON PLEAS
OF THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CP2602093

RECEIVED
JAN 13 2022
SC Court of Appeals

ORDER ON MOTION BY DEFENDANT
THOMPKINS INVESTMENT TO DISMISS

This matter came to be heard before me at the Horry County Judicial Center, Conway, South Carolina, on August 30, 2021, during a non-jury term of court pursuant to Defendant’s Rule 12(b) Motion for dismissal of Plaintiff’s action for trespass and injunctive relief. The Defendant appeared with its attorneys, Luke A. Rankin and Davis Inabnit, Jr.; the Plaintiffs appeared with their attorneys, Henrietta A. Golding and Sam G. Stathos. Based upon the pleadings, public records presented and arguments of counsel, the court rules Defendant Thompkins’ motion should be granted.

STANDARDS RELATED TO DISMISSAL ON THE PLEADINGS

Rule 12(b)(6) allows the court to dismiss a claim where there is a failure to state facts sufficient to constitute a cause of action. In considering a motion to dismiss based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the Complaint. *Doe v. Marion, et al.*, 373 S.C. 390, 645 S.E.2d 245 (2007, see also *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999); *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (1995). “The question is whether, in the light most favorable to the plaintiff and with every doubt resolved in his behalf, the Complaint states any claim for relief.” *Gentry v. Yonce*, 337 S.C. 1, 522 S.E.2d 137 (1999). A motion to dismiss under Rule 12(b)(6) should be granted if the facts alleged and the inferences reasonably deducible therefrom do not entitle plaintiff to relief

under any theory. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005).

BACKGROUND

This case arises out of property which originated as a 78 +/- acre tract in the Socastee community of Horry County on the Intracoastal Waterway later subdivided and sold to five buyers, including Plaintiffs, Calvin L. and Jacqueline K. Donaldson (hereinafter "Donaldson") and Defendant, Thompkins Investments, LLC (hereinafter "Thompkins"). Donaldson asserts a claim for Trespass and seeks an Injunction as a result of Thompkins' use of an access road that connects both properties to Mill Creek Road. Thompkins maintains it, Donaldson and the other property owners all share a non-exclusive right to use and access a roadway to any portion of the subject property, expressly reserved unto them as assignees and or successors to the original owner-developer.

The property was originally acquired in January 2013 by Bunk Aviation, LLC. (hereinafter, "Bunk") from Bank of North Carolina (**Exhibit 1-** Deed Book 3633, at page 2507). Bunk thereafter conveyed a Right-of-Way Easement to Horry Electric running across the entire parcel of Phase 2-A containing 60.62 acres, bounded on its Western boundary by Mill Creek Road, the public road from which the property and easement is accessed, (**Exhibit 2** – ROW Easement to Horry Electric).

In April of 2014, Bunk created a new Phase 1-A consisting of 24.35 acres via a combination plat, which Bunk sold Phase 1-A to Thompkins on May 22, 2014. **Exhibit 3-** Phase 1-A plat and deed from Bunk to Thompkins). Access into the remaining undivided portion of Bunk's property (Phase 2-A) was from Mill Creek Road by way of an existing logging road that later became the private road/driveway at issue.

After Bunk conveyed Phase 1-A to Thompkins, it further subdivided its property (Phase 2-A) into five (5) Tracts as shown on the survey recorded Feb 9, 2016 (**Exhibit 4-**Survey of Subdivision into 5 Tracts). The road shown thereon starts at Mill Creek Road and runs across Bunk's remaining property.

On September 1, 2016, Bunk granted perpetual easements to Grand Strand Water and Sewer Authority (GSWSA) for service to Tracts 4 and 5 and right of access across the remaining lands of Bunk. (**Exhibit 5-** Easement to GSWSA), to include the right "of reasonable ingress and egress in, to, over, and across the property of the grantors hereinabove referenced for purposes of

exercising the rights and privileges herein granted.” On February 15, 2018, Bunk gave a Right-of-Way Easement to Horry Electric to Tract 4 which expressly provided access ran to Tract 4 from Mill Creek Road (**Exhibit 6-** ROW Easement to Horry Electric).

On February 27, 2018, Bunk sold a fee simple interest of Tract 2 to Donaldson, expressly granting an easement to Donaldson over and across *Tract 1 to Mill Creek Road* (**Exhibit 7-** Tract 2 Deed from Bunk to Donaldson), and reserving an easement unto itself “...its successors and/or assigns, a *non-exclusive easement* for ingress egress and utilities in common with others entitled thereto, to and over and across Tract 2”. Further the deed provides: “The above described easements and covenants shall run with the title to the real property subjected herein and shall be binding on all parties having any right, title or interest in these described properties or any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and *shall inure to the benefit of anyone or anything who\which purchases or takes any interest in real property* within the lands subject to the easements.”

Bunk thereafter conveyed Tract 4 to A&K Properties, LLC on December 13, 2018 (**Exhibit 8-** Deed from Bunk to A&K Properties, LLC). On March 7, 2019, Bunk further subdivided the property, namely Tract 1 into Tracts 1A and 1B. Donaldson purchased Tracts 1A and 1B on April 25, 2019, via deed, expressly “subject to covenants, easements, restrictions, or rights-of-way and other encumbrances of record”. (**Exhibit 9-** Deed for Tracts 1A & 1B from Bunk to Donaldson).

In 2020 Bunk subdivided its last remaining parcel of property, Tract 5 on July 24, 2020 (**Exhibit 10-** subdivision survey of Tract 5), and sold the subdivided parcels to Thompkins on October 6, 2020 (**Exhibit 11-** Tract 5 as subdivided, deed from Bunk to Thompkins). Thompkins subsequently reconfigured the lots created out of Tract 5 and purchased as strip of property across Tract 4 from A&K Properties, LLC on November 10, 2020 (**Exhibit 12-** reconfiguration survey and Deed from A&K Properties to Thompkins).

Conclusions of Law

It is unmistakable the deed into Donaldson expressly granted an easement and right-of-way to the grantor (Bunk) and *any successor, assignee, purchaser or later owner* of Tracts 1-5 to the use of the road in common with others. Further the deed contains no restriction on the Grantor (Bunk) or its successors in interest (including Thompkins) from use of their fee simple ownership of their property. Any restriction placed upon the use or ownership of property “must be created

in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property.” *Seabrook Island v. Marshland Trust* 358 S.C. 655, 596 S.E.2d 380 (2004). Following Bunk’s initial conveyance of Tract 2 to Plaintiff, it later subdivided both Tracts 1 and 5 which were sold to both Plaintiff and Defendant.

Donaldson took ownership subject to the right of others to use the roadway that traverses its property, and can claim no greater right than originally acquired to now limit Thompkins’ access of the roadway for the full use and enjoyment of its property. Donaldson does not possess an exclusive right of possession of the roadway, as such Donaldson’s claim for trespass fails.

Prior to its subdivision of Phase 2-A into Tracts 1 through 5, all parcels/tracts were under common ownership by Bunk. At the time he purchased Tract 2 Donaldson’s chain of title contains clear notice of others having interests and rights to use the roadway leading from Mill Creek Road across the remainder of the properties owned by Bunk. Further, Donaldson had notice of the rights of others by Bunk’s express grant and reservation of non-exclusive easements for access and use of the road to Bunk, “...its successors or assigns of anyone or anything who\which purchases or takes any interest in real property *within the lands subject to the easement's*”. (See, **Exhibit 7**-Tract 2 Deed from Bunk to Donaldson). Thompkins owns property which directly attaches and is adjacent to the private drive shown and designated on the original plat used for conveyances of Tracts 1A- 4. (See, **Exhibit 4**-Survey of Subdivision into 5 Tracts, and **Exhibit 12**-reconfiguration survey and Deed from A&K Properties to Thompkins).

Even when viewing the facts alleged and inferences reasonably deducible therefrom in the light most favorable to the Plaintiff, Defendant’s Motion to Dismiss as to this claim should be granted. It is therefore,

ORDERED, that Thompkins’ Motion to Dismiss pursuant to *Rule 12(B)(6) of the S.C. Rules of Civ. Proc.* is hereby granted, and Donaldson’s Motion for Temporary Restraining Order-Injunction is denied and Complaint is hereby dismissed;

AND IT IS SO ORDERED.

_____, 2021

Honorable, Robert E. Hood
 Presiding Judge of the 15th Judicial Circuit



Horry Common Pleas

Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Case Number: 2021CP2602093
Type: Order/Dismissal

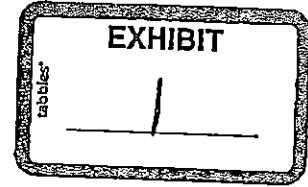
So Ordered

s/ R.E. Hood #2164

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TMS Number correct 1790005001



Prepared By and Return to:
The Floyd Law Firm PC
15 Highway 17 South
PO Drawer 14607
Surfside Beach, SC 29587-4607
Charles R. Rhodes Jr.
File No.: 273043.054CRR

(Please do not write above this line - Reserved for Register of Deeds Office)

Deed prepared without benefit of title examination by preparing attorney.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) **LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Bank of North Carolina, Grantor, in the State aforesaid for and in consideration of the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) to it paid by Bunk Aviation, LLC, the Grantee, receipt whereof is hereby acknowledged, 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 unto the said Bunk Aviation, LLC, subject to the below Exceptions, its successors and assigns, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, all those certain pieces, parcels or tracts of land located in Horry County, South Carolina, together with all improvements located thereon, being more particularly shown and designated as "Phase I-A" containing 17.97 acres and "Phase II-A" containing 60.71 acres on that certain map or plat entitled "PLAT FOR MORTGAGE PURPOSES ONLY OF 90.76 ACRES OF LAND, SUBDIVIDED FROM TMX#179-00-05-001, LOCATED IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA PREPARED FOR J.A. FOX, INC." by Culler Land Surveying Co., Inc. dated October 24, 2003 and recorded in Plat Book 193 at Page 54, records of Horry County, South Carolina, which plat is incorporated herein by this reference.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTIONS OF THE ABOVE DESCRIBED PROPERTY WHICH MAY INCLUDED IN THE FOLLOWING:

All and singular, all those certain pieces, parcels or lots of land located in Horry County, South Carolina, together with all improvements located thereon, which are shown and designated as Lots 18, 19, 20 and 21 on that certain map or plat entitled "BONDED FINAL PLAT OF SILVER FOX LAND (PHASE II) LOCATED ON THE NORTH SIDE OF ENTERPRISE ROAD, SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA PREPARED FOR J.A. FOX" by Culler Land Surveying Co., Inc. dated January 27, 2002 and recorded in Plat Book 181 at Page 192, records of Horry County, South Carolina, which plat is incorporated herein by this reference.

AND

All and singular, all those certain pieces, parcels or lots of land located in Horry County, South Carolina, together with all improvements located thereon, being more particularly shown and designated as Lots 22, 23, 24, 25, 29, 30,

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31, 32, 33, 34, 35, 39, 40, 41, 42 on that certain map or plat entitled "FINAL PLAT OF SILVER FOX LANDING (PHASE III) LOCATED ON THE NORTH SIDE OF ENTERPRISE ROAD, FOR J.A. FOX" by Culler Land Surveying Co., Inc. dated May 26, 2004 and recorded in Plat Book 198 at Page 108 records of Horry County, South Carolina, which plat is incorporated herein by this reference.

AND

All and singular, that certain right of way for that road known as Mill Creek Road in Horry County, South Carolina. Said right of way is further described as an area fifty (50') feet in width, and being twenty five (25') feet on either side of the center line of said road as it extends along, over and across my/our property at the above tax map number (178-00-05-001).

AND

All and singular, all that certain piece, parcel or tract of land located in Horry County, South Carolina, together with all improvements located thereon, containing 0.56 acres and being more particularly shown and designated on that certain map or plat entitled "RECONFIGURATION PLAT OF TMS: 179-00-05-040, SHOWING INGRESS/EGRESS ACCESS EASEMENT & 50' ROW, LOCATED IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, PREPARED FOR SILVER FOX LANDING H.O.A." prepared by Culler Land Surveying Co., Inc. dated January 25, [2]006 and recorded in Plat Book 215 at Page 28, records of Horry County, South Carolina, which plat is incorporated herein by reference.

AND

.0829 acres (3,613 square feet) as described in that certain Deed from J.A. Fox, Inc. to South Carolina Department of Transportation dated September 28, 2010 and recorded December 17, 2010 in Deed Book 3496 at Page 1933, records of Horry County, South Carolina

Being the identical property conveyed by J.A. Fox, Inc. to Bank of North Carolina by Deed in Lieu of Foreclosure dated December 27, 2011 and recorded December 29, 2011 in Deed Book 3559, Page 1353, Horry County records.

Tax Map #: 179-00-05-001 & 178-00-06-040

Property Address: 79.45 Acres +/- off Mill Creek, Myrtle Beach, SC 29577

Grantee(s) Address: 2030 Remount Rd., North Myrtle Beach, SC 29419

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements, rights-of-way, reservations and encroachments of record which may affect the above described property, and all governmental statutes, ordinances, rules and regulations.

TOGETHER with, subject to the above Exceptions, 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, subject to the above Exceptions, all and singular the premises before mentioned unto the said Bunk Aviation, LLC, its successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion.

AND it does hereby bind itself and the undersigned's heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Bunk Aviation, Inc., its successors and assigns, against the undersigned, the Grantor, and its successors and

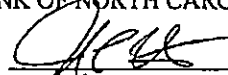
assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under said Grantor, but against no others.

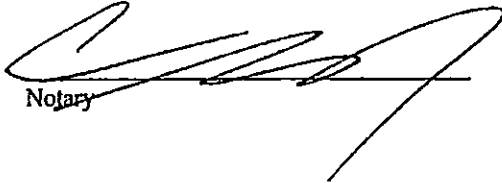
WITNESS the execution hereof by Grantor this 22nd day of January, 2013.

Signed, Sealed and Delivered in the Presence of



Witness

BANK OF NORTH CAROLINA
By:  _____ {SEAL}
Joel Foster, Vice President

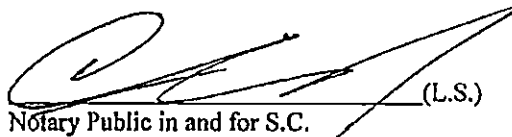


Notary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY) (S.C. CODE ANN. §30-5-30(B)(C))

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Joel Foster, Vice President of Bank of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 22 day of January, 2013.



(L.S.)
Notary Public in and for S.C.

My Commission Expires: 1-7-2020

(SEAL)

File # 273043.054CRR

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STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

AFFIDAVIT
S.C. Code Ann. §12-24-20 et. seq.

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at 79.45 Acres +/- off Mill Creek, Myrtle Beach, SC 29577, was transferred by Bank of North Carolina to Bunk Aviation, LLC on January 22, 2013.

3. Check one of the following: The deed is

- (a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) Exempt from the deed recording fee because (See Information section of affidavit):

(if exempt, please skip Items 4 - 7, and go to Item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 100,000.00.
- (b) The fee is computed on the fair market value of the realty, which is _____ Dollars (\$ _____).
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____ Dollars (\$ _____).

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

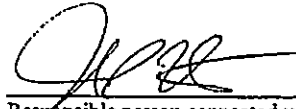
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ 100,000.00
- (b) Place the amount listed in Item 5 above here:
(If no amount is listed, place zero here.) \$ 0.00
- (c) Subtract Line 6(b) from Line 6(a): \$ 100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 370.00.

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

9. 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 this transaction

Joel Foster, Vice President, of
Bank of North Carolina
Print or type name here

SWORN to before me this 22
day of January, 2013.



(L.S.)
Notary Public

My commission expires: 1-7-2020

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. Taxpayer 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 the United States or the laws or Constitution of South Carolina;
- (4) Transferring realty whereby 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 interest 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 of the South Carolina Code of Laws;
- (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 whose 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 of 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 no consideration of any kind is paid or to be paid for the corrective or quitclaim deed.

RIGHT-OF-WAY EASEMENT OVERHEAD & UNDERGROUND

Bank Aviation
Land Owner (print)
1780006040
TMS

Subdivision
Mill Creek Rd
Location

EXHIBIT
2

KNOW ALL MEN BY THESE PRESENTS, that the undersigned grantor(s) (whether one or more hereinafter collectively referred to as, the "Grantor") for a good and valuable consideration, receipt and legal sufficiency of which, is hereby acknowledged, does hereby bargain and grant unto HORRY ELECTRIC COOPERATIVE, INC. a corporation whose Post Office address is Conway, South Carolina, and its successors or assigns (collectively, the "Cooperative"), a Right-of-Way easement (the "Easement"), having a width of 30 feet and being 15 feet on either side of the centerline, and/or N/A

over and upon the land of the said Grantor, situated in Socustee Township, Horry County, State of South Carolina. Said tract is more particularly described as follows:

Being approximately 60.62 acres, or lots; which is located _____ miles from the town of _____ and is bound as follows:

North by Intracoastal Waterway
East by Bank of N.C. TMS: 179 00 05 001
South by Randy Acres LLC TMS: 184 00 02 016
West by Mill Creek Rd

IF CHECKED BELOW, THE FOLLOWING PARAGRAPH IS INCORPORATED HEREIN:

The Grantor and Cooperative understand, acknowledge and agree that this Easement agreement, may be specifically subject to the terms of that certain Agreement for Underground Electric Service to a Residential Subdivision, executed by the parties and dated _____, 20____, including terms of that agreement relating to contributions-in-aid of construction which terms are binding on the parties, and their heirs, successors and assigns. Where this Easement agreement is subject to such agreement, a copy of the agreement is attached to and filed with this Easement agreement.

The Grantor does also grant unto the said Cooperative the right to place, construct, operate, repair, maintain, ditch and trench, to relocate and replace thereon, and in or upon all streets, roads or highways abutting said Real Property, an electric distribution line or system, either by overhead or underground, and to cut, trim and/or chemically control trees and shrubbery to the extent necessary to keep them clear of said distribution line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are inside or outside of the right-of-way and being tall enough to strike the wires in falling or to damage underground equipment in falling.

The Cooperative shall not be responsible for damage to facilities, shrubbery, plantings, grass, flowers, roads, driveways, etc., placed, planted or constructed within the Right-of-Way by the Grantor, or Grantor's heirs, successors and assigns.

In granting this easement, it is hereby understood and agreed that the Cooperative will make every effort to avoid any possible interference to facilities, shrubbery, plantings, grass, flowers, installations, farm operations or other operations of the Grantor, or Grantor's heirs, successors and assigns.

The Grantor also agrees that all poles, wires, pedestals, main service entrance equipment and any other facilities installed on the above described lands, or properties, at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said Real Property.

It is also understood that the Grantor shall grant to the Cooperative the right of ingress and egress over said Real Property.

As used in this agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender and words in the singular shall mean and include the plural and vice versa.

This agreement shall be binding upon and shall inure to the benefit of all parties hereto, and their respective heirs, successors and assigns.

WITNESS the grantor's(s) hand(s) and seal(s) this 27th day of Feb, 2013

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

(a) Maie P. Martin
Witness No. 1

(b) Alison H. Jordan
Witness No. 2/Notary Public

Jay Specter
GRANTOR:
Jay Specter
Land Owner (sign) - DOA
Jay Specter
Land Owner (sign)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGEMENT

On this 27th day of Feb, 2013, before me personally came the within-named Grantor, who acknowledged to me that he executed the foregoing agreement; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing agreement.

Alison H. Jordan
(Signature of Notary Public)
Name: Alison H. Jordan
Notary Public for the State of South Carolina
My Commission Expires: May 13th 2018

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Prepared By and Return to:
Gwin Law Office, LLC
5001 North Kings Hwy, Ste 210
Myrtle Beach, SC 29577

File No.: 13-RE-357

**GWIN LAW OFFICE, LLC PREPARED THIS
DEED ONLY: TITLE NOT SEARCHED OR
CERTIFIED BY THIS FIRM.**

(Please do not write above this line - Reserved for Register of Deeds Office)

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

KNOW ALL MEN BY THESE PRESENTS, that **BUNK AVIATION, LLC**, in the State aforesaid, for and in consideration of the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**, unto it paid by **THOMPKINS INVESTMENTS, LLC**, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the matters set forth below, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said **Thompkins Investments, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, all that certain piece, parcel or tract of land located in Horry County, South Carolina together with all improvements located thereon, being more particularly shown and designated as "Phase I-A" containing 24.35 acres on that certain map or plat entitled Combination Plat of Phase I-A (24.35 acres) of land located in Socastee Township, Horry County South Carolina prepared for Bunk Aviation, LLC by Blanton Land Surveying, Inc., dated February 7, 2014 and revised March 25, 2014 and recorded in Plat Book 261 at Page 187 records of Horry County, South Carolina, which plat is incorporated herein by reference.

This is a portion of the property conveyed to Bunk Aviation, LLC by Deed of Bank of North Carolina dated January 22, 2013 and recorded January 23, 2013 in Deed Book 3633 at page 2507 public records of Horry County, South Carolina.

Tax Map #: 179-00-05-001
Property Address: Phase I-A (24.35 Acres), Myrtle Beach, SC 29588
Grantee(s) Address: 4880 Dick Pond Road, Myrtle Beach, SC 29588

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

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 Thompkins Investments, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Thompkins Investments, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the undersigned Hand and Seal this 21st day of May, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BUNK AVIATION, LLC

[Signature]
1st Witness (~~someone other than the notary~~)

By: [Signature]

[Signature]
2nd Witness (notary)

Its: Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I certify that the authorized representative of Bunk Aviation, LLC personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing Warranty Deed for the purpose stated herein and in the capacity indicated.

[Signature]
Notary Public for SC
My Commission Expires: 11-7-15

5/21/2014

(SEAL)
File # 13-RE-357

ELECTRONICALLY FILED - 2021 OCT 04 2:20 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093
ELECTRONICALLY FILED - 2021 OCT 08 2:03 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Phase I-A (24.35 Acres), Myrtle Beach, SC 29588, bearing Horry County Tax Map Number 179-00-05-001, was transferred by Bunk Aviation, LLC to Thompkins Investments, LLC on May 19, 2014.
3. Check one of the following: The Deed is
 - a. subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
 - b. _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - c. _____ exempt from the Deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

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 _____ No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit).
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$300,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

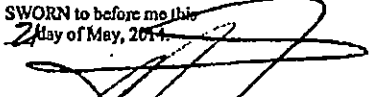
6. The Deed recording is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$300,000.00
 - (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$300,000.00

7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is: \$1,110.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as SELLER.
9. 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 and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both:



Buyer, Seller, Legal Representative of the Purchaser or other Responsible Person Connected with this Transaction

SWORN to before me this 21 day of May, 2014.


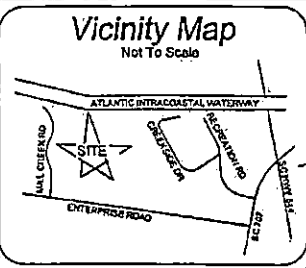
Notary Public for SC
My Commission Expires: 11-2-16

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 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 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 whose 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 of 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(n)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



CERTIFICATE OF NON-EVALUATION FOR WATER AND SEWER AVAILABILITY
 THE PROPERTY OWNER OF RECORD HEREBY ACKNOWLEDGES THAT THE SURVEYED PARCELS AND/OR TRACT REMAINDERS HAD NOT BEEN REVIEWED TO DETERMINE THE AVAILABILITY OF ON-SITE WASTE DISPOSAL BY MEANS OR PROVISION OF PUBLIC WATERSEWER SERVICES. RECORDATION OF THIS PLAT SHALL NOT BE AN IMPLIED OR EXPRESSED CONSENT BY Horry County THAT THE LOTS OR OTHER LAND DIVISIONS SHOWN HEREON ARE CAPABLE OF BEING SERVED BY ON-SITE WASTE DISPOSAL OR PUBLIC WATERSEWER SYSTEMS, UNLESS OTHERWISE STATED HEREON. ALL SURVEYED PARCELS AND/OR TRACT REMAINDERS HAVE NOT BEEN REVIEWED FOR ON-SITE WASTE DISPOSAL SYSTEMS OR PUBLIC WATERSEWER SERVICES.

PROPERTY OWNER SIGNATURE: *Harry E. Bruton* DATE: 2-1-20
 DOCUMENTS: 201600014524, PLAT BK: 269 PG: 91
 DOCTYPE: 061, 02/09/2016 at 12:25:32 PM, 1 OF 1
 F24R011 D, FOXWORTH 111, Horry County, SC
 REGISTRAR OF DEEDS

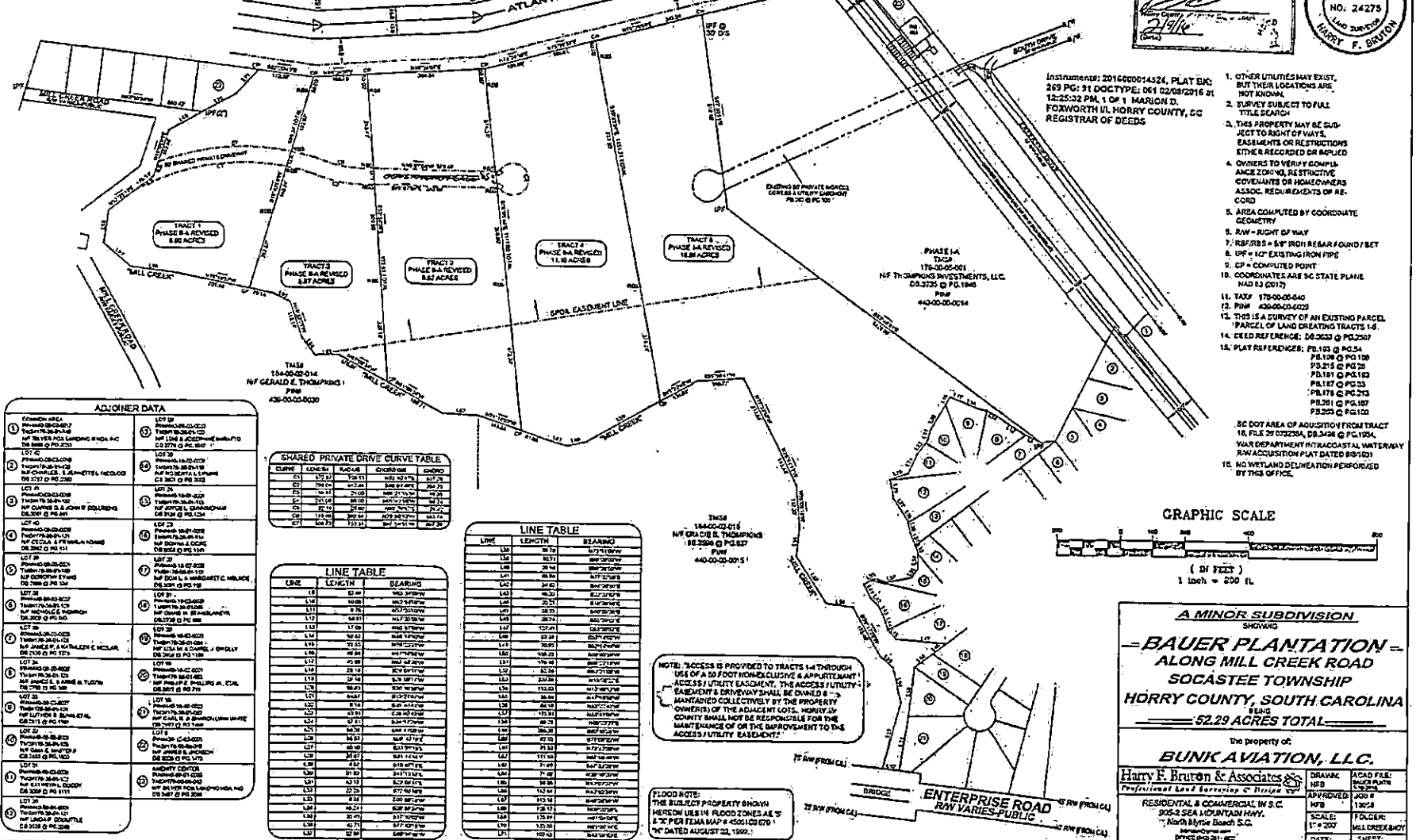
CERTIFICATE OF OWNERSHIP & ACKNOWLEDGMENT
 THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (THE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF DEVELOPMENT (PLAT) WITH MY (OUR) CONSENT AND THAT I (WE) HEREBY WARRANT ALL CLAIMS AS SPECIFICALLY SHOWN OR INDICATED.

NAME: *Harry E. Bruton* SIGNED: *Harry E. Bruton* DATE: 2-1-20



I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the government standards manual for the practice of land surveying in South Carolina, and meets the requirements for a Class "C" survey as specified therein; that there are no vested interests or claims of any nature that I am aware of that would affect the results of this survey; that this property is subject to any easements of record that may be shown on the applicable low water mark and that the date that this survey was determined by the electronic method of area calculation. Date: JANUARY 19, 2016

SIGNED: *Harry E. Bruton*
 PROFESSIONAL LAND SURVEYOR
 HARRY F. BRUTON, PLS 24275



Instrument: 201600014524, PLAT BK: 269 PG: 91 DOCTYPE: 061 02/09/2016 at 12:25:32 PM, 1 OF 1 MARION D, FOXWORTH 111 Horry County, SC REGISTRAR OF DEEDS

1. OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.
 2. SURVEY SUBJECT TO FULL TITLE SURVEY.
 3. THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.
 4. OWNERS TO VERIFY COORDINATE ZONE, RESTRICTIVE COVENANTS OR HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD.
 5. AREA COMPUTED BY COORDINATE GEOMETRY.
 6. R/W - RIGHT OF WAY
 7. R/SF/RIS = 54" IRON REBAR FOUND 1/2 FT
 8. UPF = 10' EXISTING FROM PIPE
 9. CP = COMPUTED POINT
 10. COORDINATES ARE SC STATE PLANE NAD 83 (2011)
 11. TAX# 179-00-05-040
 12. PIN# 400-00-00-0223
 13. THIS IS A SURVEY OF AN EXISTING PARCEL (PARCEL OF LAND CREATING TRACTS 1-4).
 14. DEED REFERENCE: DB 3263 OF PG 2507
 15. PLAT REFERENCE: PL 105 OF PG 54, PL 106 OF PG 120, PL 215 OF PG 20, PL 191 OF PG 105, PL 187 OF PG 33, PL 176 OF PG 213, PL 201 OF PG 107, PL 203 OF PG 100
- SC DOT AREA OF ACQUISITION FROM TRACT 18, FILE 29 07225A, DB 346 OF PG 1104, WAR DEPARTMENT INTRACOASTAL WATERWAY R/W ACQUISITION PLAT DATED 08/10/21
16. NO WETLAND Delineation RECORDED BY THIS OFFICE.

ADJOINER DATA

| | |
|--|---|
| 1. PIONEER AREA, PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 13. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 2. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 14. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 3. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 15. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 4. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 16. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 5. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 17. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 6. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 18. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 7. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 19. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 8. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 20. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 9. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 21. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 10. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 22. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 11. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 23. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |
| 12. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 | 24. PIONEER HOUSING, INC. 1978-1984-1988, MAP 100-00-00-014, DB 288 OF PG 233 |

SHARED PRIVATE DRIVE CURVE TABLE

| CURVE | COORDINATE | RADIUS | CIRCUMFERENCE | CHORD |
|-------|------------|--------|---------------|--------|
| C1 | 107.01 | 70.01 | 440.00 | 140.00 |
| C2 | 107.01 | 70.01 | 440.00 | 140.00 |
| C3 | 107.01 | 70.01 | 440.00 | 140.00 |
| C4 | 107.01 | 70.01 | 440.00 | 140.00 |
| C5 | 107.01 | 70.01 | 440.00 | 140.00 |

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-----------------|
| L1 | 10.00 | S 00° 00' 00" W |
| L2 | 10.00 | S 00° 00' 00" W |
| L3 | 10.00 | S 00° 00' 00" W |
| L4 | 10.00 | S 00° 00' 00" W |
| L5 | 10.00 | S 00° 00' 00" W |
| L6 | 10.00 | S 00° 00' 00" W |
| L7 | 10.00 | S 00° 00' 00" W |
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| L9 | 10.00 | S 00° 00' 00" W |
| L10 | 10.00 | S 00° 00' 00" W |
| L11 | 10.00 | S 00° 00' 00" W |
| L12 | 10.00 | S 00° 00' 00" W |
| L13 | 10.00 | S 00° 00' 00" W |
| L14 | 10.00 | S 00° 00' 00" W |
| L15 | 10.00 | S 00° 00' 00" W |
| L16 | 10.00 | S 00° 00' 00" W |
| L17 | 10.00 | S 00° 00' 00" W |
| L18 | 10.00 | S 00° 00' 00" W |
| L19 | 10.00 | S 00° 00' 00" W |
| L20 | 10.00 | S 00° 00' 00" W |
| L21 | 10.00 | S 00° 00' 00" W |
| L22 | 10.00 | S 00° 00' 00" W |
| L23 | 10.00 | S 00° 00' 00" W |
| L24 | 10.00 | S 00° 00' 00" W |
| L25 | 10.00 | S 00° 00' 00" W |
| L26 | 10.00 | S 00° 00' 00" W |
| L27 | 10.00 | S 00° 00' 00" W |
| L28 | 10.00 | S 00° 00' 00" W |
| L29 | 10.00 | S 00° 00' 00" W |
| L30 | 10.00 | S 00° 00' 00" W |
| L31 | 10.00 | S 00° 00' 00" W |
| L32 | 10.00 | S 00° 00' 00" W |
| L33 | 10.00 | S 00° 00' 00" W |
| L34 | 10.00 | S 00° 00' 00" W |
| L35 | 10.00 | S 00° 00' 00" W |
| L36 | 10.00 | S 00° 00' 00" W |
| L37 | 10.00 | S 00° 00' 00" W |
| L38 | 10.00 | S 00° 00' 00" W |
| L39 | 10.00 | S 00° 00' 00" W |
| L40 | 10.00 | S 00° 00' 00" W |
| L41 | 10.00 | S 00° 00' 00" W |
| L42 | 10.00 | S 00° 00' 00" W |
| L43 | 10.00 | S 00° 00' 00" W |
| L44 | 10.00 | S 00° 00' 00" W |
| L45 | 10.00 | S 00° 00' 00" W |
| L46 | 10.00 | S 00° 00' 00" W |
| L47 | 10.00 | S 00° 00' 00" W |
| L48 | 10.00 | S 00° 00' 00" W |
| L49 | 10.00 | S 00° 00' 00" W |
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| L97 | 10.00 | S 00° 00' 00" W |
| L98 | 10.00 | S 00° 00' 00" W |
| L99 | 10.00 | S 00° 00' 00" W |
| L100 | 10.00 | S 00° 00' 00" W |

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| L11 | 10.00 | S 00° 00' 00" W |
| L12 | 10.00 | S 00° 00' 00" W |
| L13 | 10.00 | S 00° 00' 00" W |
| L14 | 10.00 | S 00° 00' 00" W |
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| L16 | 10.00 | S 00° 00' 00" W |
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| L18 | 10.00 | S 00° 00' 00" W |
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| L48 | 10.00 | S 00° 00' 00" W |
| L49 | 10.00 | S 00° 00' 00" W |
| L50 | 10.00 | S 00° 00' 00" W |
| L51 | 10.00 | S 00° 00' 00" W |
| L52 | 10.00 | S 00° 00' 00" W |
| L53 | 10.00 | S 00° 00' 00" W |
| L54 | 10.00 | S 00° 00' 00" W |
| L55 | 10.00 | S 00° 00' 00" W |
| L56 | 10.00 | S 00° 00' 00" W |
| L57 | 10.00 | S 00° 00' 00" W |
| L58 | 10.00 | S 00° 00' 00" W |
| L59 | 10.00 | S 00° 00' 00" W |
| L60 | 10.00 | S 00° 00' 00" W |
| L61 | 10.00 | S 00° 00' 00" W |
| L62 | 10.00 | S 00° 00' 00" W |
| L63 | 10.00 | S 00° 00' 00" W |
| L64 | 10.00 | S 00° 00' 00" W |
| L65 | 10.00 | S 00° 00' 00" W |
| L66 | 10.00 | S 00° 00' 00" W |
| L67 | 10.00 | S 00° 00' 00" W |
| L68 | 10.00 | S 00° 00' 00" W |
| L69 | 10.00 | S 00° 00' 00" W |
| L70 | 10.00 | S 00° 00' 00" W |
| L71 | 10.00 | S 00° 00' 00" W |
| L72 | 10.00 | S 00° 00' 00" W |
| L73 | 10.00 | S 00° 00' 00" W |
| L74 | 10.00 | S 00° 00' 00" W |
| L75 | 10.00 | S 00° 00' 00" W |
| L76 | 10.00 | S 00° 00' 00" W |
| L77 | 10.00 | S 00° 00' 00" W |
| L78 | 10.00 | S 00° 00' 00" W |
| L79 | 10.00 | S 00° 00' 00" W |
| L80 | 10.00 | S 00° 00' 00" W |
| L81 | 10.00 | S 00° 00' 00" W |
| L82 | 10.00 | S 00° 00' 00" W |
| L83 | 10.00 | S 00° 00' 00" W |
| L84 | 10.00 | S 00° 00' 00" W |
| L85 | 10.00 | S 00° 00' 00" W |
| L86 | 10.00 | S 00° 00' 00" W |
| L87 | 10.00 | S 00° 00' 00" W |
| L88 | 10.00 | S 00° 00' 00" W |
| L89 | 10.00 | S 00° 00' 00" W |
| L90 | 10.00 | S 00° 00' 00" W |
| L91 | 10.00 | S 00° 00' 00" W |
| L92 | 10.00 | S 00° 00' 00" W |
| L93 | 10.00 | S 00° 00' 00" W |
| L94 | 10.00 | S 00° 00' 00" W |
| L95 | 10.00 | S 00° 00' 00" W |
| L96 | 10.00 | S 00° 00' 00" W |
| L97 | 10.00 | S 00° 00' 00" W |
| L98 | 10.00 | S 00° 00' 00" W |
| L99 | 10.00 | S 00° 00' 00" W |
| L100 | 10.00 | S 00° 00' 00" W |

NOTE: ACCESS IS PROVIDED TO TRACTS 1-4 THROUGH USE OF A 50 FOOT NON-EXCLUSIVE EASEMENT. ACCESS UTILITY EASEMENT'S DRIVEWAY SHALL BE MAINTAINED COLLECTIVELY BY THE PROPERTY OWNERS OF THE ADJACENT LOTS. Horry County SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF OR THE IMPROVEMENT TO THE ACCESS UTILITY EASEMENT'S.

LOOD NOTE: THE SUBJECT PROPERTY SHOWN HEREON USES 14 FLOOD ZONES AE 1 & X PER FEMA MAP 8-4508 10070-100 DATED AUGUST 2

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installation, maintenance, inspection, or repair of said sewer facilities or their appurtenances or any accident or mishap that might occur thereto.

The Grantor warrants and covenants that he/she/it is empowered and vested with the authority to grant the within easement.

The easement/right-of-way herein granted is a taken from that certain property conveyed to the undersigned by Deed recorded in Deed Book 3633 at Page 2507, in the Office of Registry of Deeds for Horry County, South Carolina.

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

The Grantor agrees that all sewer facilities and appurtenances placed on, under, or across the within conveyed easement by the Grantee shall be and remain the property of the Grantee.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grand Strand Water and Sewer Authority, its heirs, successors, and assigns forever.

And the Grantor herein hereby binds itself, themselves, its or their successors, or his, her, and their heirs, executors and administrators (as the case may be), to warrant, and forever defend all and singular the said premises unto the said Grand Strand Water and Sewer Authority, its and their successors and assigns against itself, themselves, and its or their successors, and their heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS the execution hereof by the Grantor this 25 day of June, 2016.

Signed, Sealed, and Delivered in the presence of:

Bunk Aviation LLC


Witness #1

By: Andie Bunker


Witness #2

Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

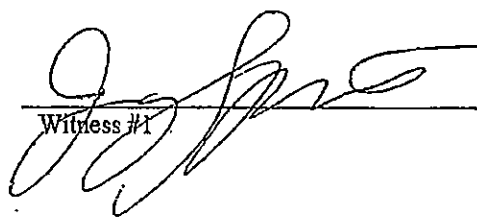
PROBATE
(CORPORATION)

Personally appeared before me Jay Specter and made oath that (s)he saw the within named by Bunk Aviation LLC by Andie Bunker its Member, Sign, Seal and as the Corporate Act and Deed deliver the within written Easement; and that (s)he with Saundrea N. Bauer witnessed the execution thereof and saw the corporate seal thereto affixed.

SWORN to before me this 25th day of June A. D. 2016

The subscribing witness is not a party to or beneficiary of the transaction.

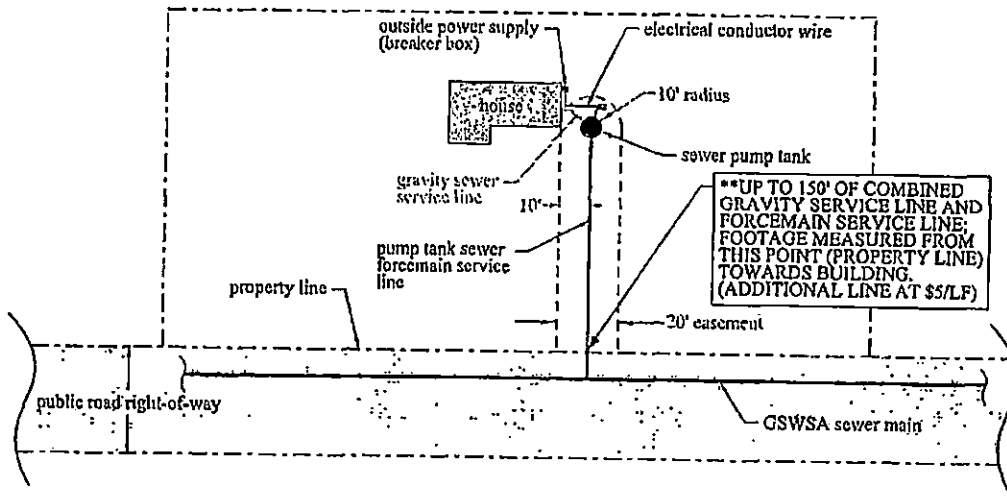
 (L. S.)
Notary Public for: SC


Witness #1

My commission expires: 5/12/21
Saundrea N. Bauer

Attachment 'B'
PUMP TANK EASEMENT LOCATION DIAGRAM

- a. Pump station is located on the owner's property adjacent to building unless technical considerations require a location further up on the property.*** In all cases GSWSA will make final determination on location of the pump station.
- b. Owner signs a perpetual right-of-way/easement to allow GSWSA to enter upon customer's property to install, inspect, operate and maintain the system.
- c. Note line cost for combined gravity service line and forcemain service line.**
- d. Customer responsible for locating all on-site customer-owned utilities including but not limited to: telephone, power/electric, TV cables, irrigation, water supply, plumbing systems, underground pet fences and drainage.



R

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)

SEWER PUMP TANK
PERPETUAL EASEMENT
PIN # 4400-00-00-034
Account# _____

KNOW ALL MEN BY THESE PRESENTS, that Bunk Aviation LLC, BAUER PLANTATION; TRACT 5, owner of the land hereinafter described, (Grantor) for and in consideration of payment of the sum of Five and no/100 (\$5.00) Dollars to me in hand paid (the receipt where of is hereby acknowledged) by the Grand Strand Water and Sewer Authority, (Grantee), PO Box 2368, Conway SC 29528-2368, a body politic under and pursuant to the laws of the State of South Carolina exempt from affidavit under Section 12-24-40(2) and payment for documentary stamps to be affixed hereon by reason of Section 12-21-380, Code of Laws of South Carolina, as amended, do hereby grant, bargain, sell and convey unto the said Grand Strand Water and Sewer Authority, its successors and assigns, a perpetual easement on, over and across that certain parcel, lot, or tract of land known as PIN # 4400-00-00-034 situate in the County of Horry, South Carolina, being a parcel, lot, or tract of land, being described in Deed Book 3633 at Page 2507, in the Office of R.O.D. for Horry County, South Carolina.

The Grantor hereby grants and conveys to the Grantee, its successors and assigns, the perpetual right, privilege and authority to enter upon, construct, inspect, operate, replace, clean, repair, and maintain pumps, tanks, sewer lines, electrical lines, controls, valves and any other sewer services facilities appurtenant on, across, or under the above described property.

The Grantor hereby grants and conveys to the Grantee, its successors and assigns, the right of reasonable ingress and egress in, to, over, and across the property of the Grantors hereinabove referenced for the purpose of exercising the rights and privileges herein granted.

It is hereby acknowledged and understood that the perpetual easement herein conveyed shall extend from the center of the sewer tank for a radius of ten (10.0') feet in all directions.

ALSO, provided in addition to the above described Easement shall be a twenty (20.0') foot wide Easement extending ten (10.0') feet from each side of the centerline of the force main from the sewer tank along its entire length on the property of the Grantor referenced above.

The Grantor covenants and agrees that he/she/it will provide for the Grantee, and prior to Grantee's installation of said sewer facilities, a minimum twenty (20') foot diameter area for the tank installation, clear of all obstructions that in the opinion of the Grantee, would be an obstruction to the installation of any of the sewer facilities; the Grantor agrees that the Grantee shall not be responsible for replacing or restoring any improvements that may be disturbed during the course of Grantee's construction, operation or maintenance of its sewer facilities; and further, the Grantor agrees that should the Grantor not have the clear area provided by the time Grantee arrives to install the sewer facilities, then and in that event, Grantee has the right to move any and all obstructions within the designated tank area in order to install the necessary sewer facilities, and Grantor shall hold Grantee harmless from any damages that may occur to any improvements it deems necessary to move to install said sewer facilities.

The Grantee covenants that it shall permit the Grantor to make any reasonable use of the land subject to the within conveyed easement which does not interfere with the Grantee's use of the easement for purposes set forth herein; the Grantor covenants and agrees that in the event any improvements should be placed on the easement by the Grantor that no claim for damages or compensation shall be made by the Grantor, his, hers, its or their heirs and assigns, on account of or by reason of any damage, that might occur to such improvements by reason of the

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installation, maintenance, inspection, or repair of said sewer facilities or their appurtenances or any accident or mishap that might occur thereto.

The Grantor warrants and covenants that he/she/it is empowered and vested with the authority to grant the within easement.

The easement/right-of-way herein granted is a taken from that certain property conveyed to the undersigned by Deed recorded in Deed Book 3633 at Page 2507, in the Office of Registry of Deeds for Horry County, South Carolina.

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

The Grantor agrees that all sewer facilities and appurtenances placed on, under, or across the within conveyed easement by the Grantee shall be and remain the property of the Grantee.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grand Strand Water and Sewer Authority, its heirs, successors, and assigns forever.

And the Grantor herein hereby binds itself, themselves, its or their successors, or his, her, and their heirs, executors and administrators (as the case may be), to warrant, and forever defend all and singular the said premises unto the said Grand Strand Water and Sewer Authority, its and their successors and assigns against itself, themselves, and its or their successors, and their heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS the execution hereof by the Grantor this 25 day of June, 2016

Signed, Sealed, and Delivered in the presence of:

Bunk Aviation LLC

[Signature]
Witness #1
[Signature]
Witness #2

By: [Signature]
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE
(CORPORATION)

Personally appeared before me Jay Spetter and made oath that (s)he saw the within named by Bunk Aviation LLC by Andre Padu its Member, Sign, Seal and as the Corporate Act and Deed deliver the within written Easement; and that (s)he with Saundrea N. Bauer witnessed the execution thereof and saw the corporate seal thereto affixed.

SWORN to before me this 25th day of June A. D. 2016
[Signature] (L. S.)
Notary Public for: SC
My commission expires: 5/12/21
Saundrea N. Bauer

The subscribing witness is not a party to or beneficiary of the transaction.

[Signature]
Witness #1

Attachment 'B'
PUMP TANK EASEMENT LOCATION DIAGRAM

- a. Pump station is located on the owner's property adjacent to building unless technical considerations require a location further up on the property.*** In all cases GSWSA will make final determination on location of the pump station.
- b. Owner signs a perpetual right-of-way/easement to allow GSWSA to enter upon customer's property to install, inspect, operate and maintain the system.
- c. Note line cost for combined gravity service line and forcemain service line.**
- d. Customer responsible for locating all on-site customer-owned utilities including but not limited to: telephone, power/electric, TV cables, irrigation, water supply, plumbing systems, underground pet fences and drainage.

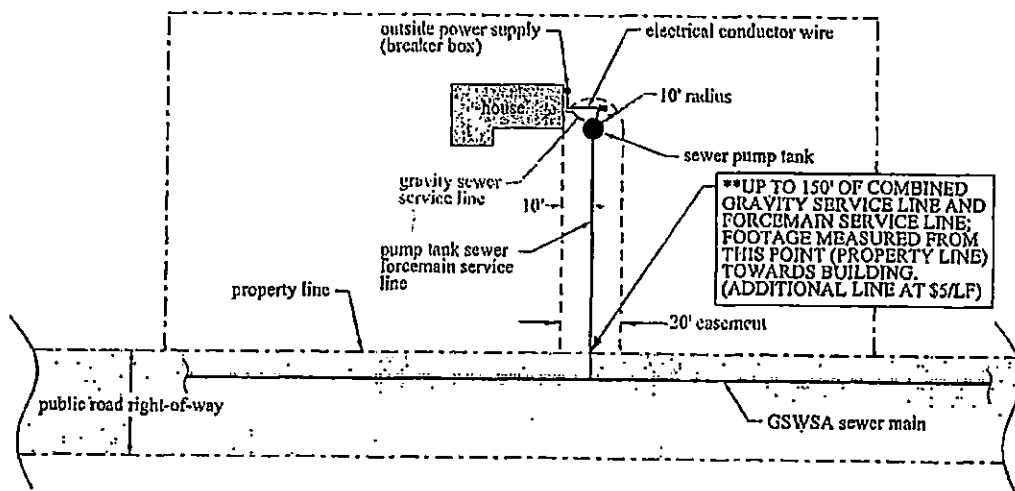


EXHIBIT 6
ELECTRONICALLY FILED - 2021 Oct 04 2:20 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

RIGHT-OF-WAY EASEMENT
OVERHEAD & UNDERGROUND

Bunk Aviation LLC
Land Owner (print)
4391-203-0004
TMS PIN#

N/A
Subdivision
51-816-8-3
Location

KNOW ALL MEN BY THESE PRESENTS, that the undersigned grantor(s) (whether one or more hereinafter collectively referred to as, the "Grantor") for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby bargain and grant unto HORRY ELECTRIC COOPERATIVE, INC., a corporation whose Post Office address is Conway, South Carolina, and its successors or assigns (collectively, the "Cooperative"), a Right-of-Way easement (the "Easement"), having a width of 30 feet and being 15 feet on either side of the centerline, and/or the right to place guys and anchors at lengths necessary to support poles and assemblies, and/or Mill Creek Rd, Myrtle Beach, SC 29588 over and upon the land of the said Grantor, situated in Socastee Township, Horry County, State of South Carolina. Said tract is more particularly described as follows:

Being approximately 5.97 acres, or lots; which is located 5 miles from the town of Myrtle Beach and is bound as follows:
North by Intracoastal Waterway
East by Beverly Wood (PIN# 4391-203-0005)
South by Gerald F. Thompsons (PIN# 4390-000-0030)
West by Bunk Aviation LLC (PIN# 4391-203-0003)

IF CHECKED BELOW, THE FOLLOWING PARAGRAPH IS INCORPORATED HEREIN:

The Grantor and Cooperative understand, acknowledge and agree that this Easement agreement, may be specifically subject to the terms of that certain Agreement for Underground Electric Service to a Residential Subdivision, executed by the parties and dated _____, 20____, including terms of that agreement relating to contributions-in-aid of construction which terms are binding on the parties, and their heirs, successors, and assigns. Where this Easement agreement is subject to such agreement, a copy of the agreement is attached to and filed with this Easement agreement.

The Grantor does also grant unto the said Cooperative the right to place, construct, operate, repair, maintain, ditch and trench, to relocate and replace thereon, and in or upon all streets, roads or highways abutting said Real Property, an electric distribution line or system, either by overhead or underground, and to cut, trim and/or chemically control trees and shrubbery to the extent necessary to keep them clear of said distribution line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are inside or outside of the right-of-way and to use a selective herbicide application to manage the R-O-W.

The Cooperative shall not be responsible for damage to facilities, shrubbery, plantings, grass, flowers, roads, driveways, etc., placed, planted, or constructed within the Right-of-Way by the Grantor, or Grantor's heirs, successors, and assigns.

In granting this easement, it is hereby understood and agreed that the Cooperative will make every effort to avoid any possible interference to facilities, shrubbery, plantings, grass, flowers, installations, farm operations, or other operations of the Grantor, or Grantor's heirs, successors and assigns.

The Grantor also agrees that all poles, wires, pedestals, main service entrance equipment, and any other facilities installed on the above described lands, or properties, at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said Real Property.

It is also understood that the Grantor shall grant to the Cooperative the right of ingress and egress over said Real Property.

As used in this agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender and words in the singular shall mean and include the plural and vice versa.

This agreement shall be binding upon and shall inure to the benefit of all parties hereto, and their respective heirs, successors, and assigns.

WITNESS the grantor's(s') hand(s) and seal(s) this 7th day of September, 2017

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

(a) [Signature]
Witness No. 1

(b) Wendy Sawyer Altman
Witness No. 2/Notary Public

GRANTOR:

[Signature]
Land Owner (sign)

Andre Bauer
Land Owner (sign) (owner)
(Print)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGEMENT

On this 7 day of September, 2017, before me personally came the within-named Grantor, who acknowledged to me that he executed the foregoing agreement; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing agreement.

Wendy Sawyer Altman
(Signature of Notary Public)
Name: Wendy Sawyer Altman
Notary Public for the State of SC
My Commission Expires: March 18, 2024

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STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information. -
2. The property being transferred is located at Mill Creek Rd, Myrtle Beach, SC 29588
bearing Horry County Tax Map Number 4391-203-0204, was transferred on September 7th, 2017
by P.F.N. Dunk Aviation LLC
to Horry Electric Cooperative, Inc

3. Check one of the following: The deed is
- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit);
EXEMPTION # 1 - The value of the realty is equal to/less than one hundred dollars.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

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. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (b) The fee is computed on the fair market value of the realty which is _____
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
An employee of Horry Electric Cooperative, Inc.

9. 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.

SWORN to before me this
7th day of September year of 2017
[Signature]
Notary Public Signature

[Signature]
Responsible Person Connected w/Transaction (Signature)
[Printed Name]
Responsible Person Connected w/Transaction (Printed)

My Commission Expires: June 28th, 2017

Jeremy D. Smith
Notary Public Printed Name

Instrument#: 2018000023539, DEED BK: 4086 PG: 978 DOCTYPE: 001 02/27/2018 at 04:41:40 PM, 2 OF 4 COUNTY STAMPS: \$363.00 STATE STAMPS: \$858.00 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS

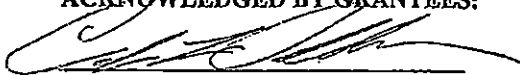
GRANTEE'S ADDRESS: 928 Folly Rd., Myrtle Beach, SC 29588

PIN: 43912030004

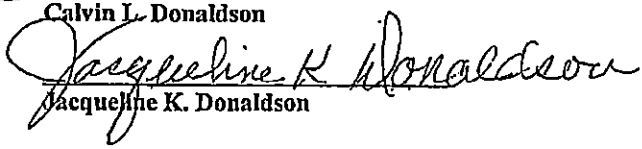
TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining to; TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the Grantees, as joint tenants with right of survivorship, and not as tenants in common, and the Grantees' heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND, the Grantor does hereby bind the Grantor, and the Grantor's successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantees and the Grantees' heirs and assigns, against the Grantor and the Grantor's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

ACKNOWLEDGED BY GRANTEEES:



Calvin L. Donaldson



Jacqueline K. Donaldson

*****REMAINDER OF PAGE IS BLANK*****

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. Property located at Tract 2 Bauer Plantation, Myrtle Beach, SC 29588, being in HORRY COUNTY, PIN Number 43912030004, was transferred by Bunk Aviation, LLC to Calvin L. Donaldson and Jacqueline K. Donaldson on February 27, 2018.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit);

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. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$330,000.00.*
 - (b) _____ The fee is computed on the fair market value of the realty which is
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is

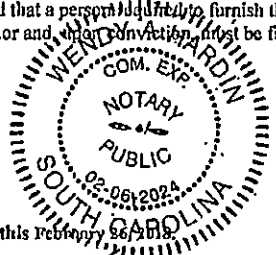
5. Check Yes ___ or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$330,000.00.*
 - (b) Place the amount listed in item 5 above here: 0
 - (c) Subtract line 6(b) from Line 6(a) and place result here: \$330,000.00.*

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,221.00.

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

9. I understand that a person who furnishes 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.

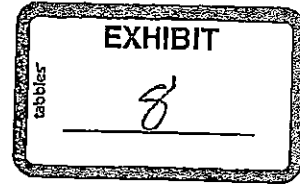


Andre Bauer (L.S.)
SELLER - Bunk Aviation, LLC
By: Andre Bauer, Sole Member

SWORN to before me this February 26, 2018. _____ (L.S.)

Notary Public for SC
My Commission Expires: 2-8-24

4400000033



Deed Prepared by:
The Bellamy Law Firm
1000 29th Avenue North
Myrtle Beach, SC 29577
Attorney: Martin C. Dawsey
File Number: 2018-1-877
Attn: Lindsey Mayberry

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

DEED TO REAL ESTATE

THIS DEED is made the day hereinbelow stated, by and between Bunk Aviation, LLC, hereinafter called GRANTOR, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, wherever the context so requires, or admits, of the one part, and A&K Properties of South Carolina, Inc., whose address is 2507 Forestbrook Road, Suite K, Myrtle Beach, SC 29588, hereinafter called GRANTEE, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, forever, wherever the context so requires or admits, of the other part; and in this agreement, the singular shall include the plural, and the plural shall include the singular, and one gender shall include all genders.

KNOW ALL MEN BY THESE PRESENTS, that GRANTOR, for and in consideration of FIVE AND 00/100 (\$5.00); paid to GRANTOR, by GRANTEE, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to any matters and reservations set forth herein or on any exhibits attached hereto, has bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GRANTEE, in fee simple, the following described property, located in Horry County, South Carolina, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED AND INCORPORATED HEREIN

PIN: 44000000033

TAX NOTICE ADDRESS: 2507 Forestbrook Road
Suite K
Myrtle Beach, SC 29588

ELECTRONICALLY FILED - 2021 Oct 04 2:20 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093
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The within conveyance is also subject to all restrictions and easements of record and/or easements upon the ground.

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto said GRANTEE, in fee simple.


AND the said GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided, against themselves, its heirs, successors and assigns and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed and sealed this 5th day of June, 2018.




(1st Witness Sign)

Bunk Aviation, LLC, a Limited Liability Company



(Notary sign as 2nd Witness)

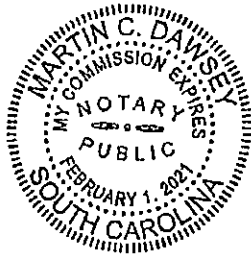
By: 
Andre Bauer

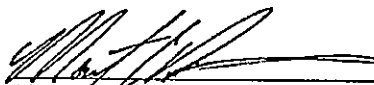
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STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY)

I, the undersigned notary, do hereby certify that the above subscribed GRANTOR(S) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of June, 2018.





Notary Public for South Carolina
Printed name of Notary: Martin C. Dawson
My Commission Expires: 2/01/2021
(Seal)

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land located in Horry County, South Carolina, together with all improvements located thereon, being more particularly shown and designated as TRACT 4 containing 11.10 Acres on that certain map or plat entitled "BAUER PLANTATION ALONG MILL CREEK ROAD SOCASTEE TOWNSHIP HORRY COUNTY SOUTH CAROLINA" by Harry F. Bruton & Associates dated January 19, 2016 and recorded February 9, 2016 in Plat Book 269 at Page 91, records of Horry County, South Carolina, which plat is incorporated herein by this reference.

This being a portion of the property conveyed to Bunk Aviation, LLC by Deed of Bank of North Carolina dated January 22, 2013 and recorded January 23, 2013 in Deed Book 3633 at Page 2507 in the Office of the Register of Deeds for Horry County, South Carolina.

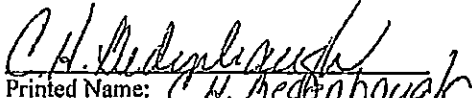
PIN: 44000000033

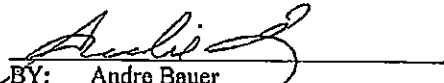
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WITNESS our Hands and Seals this 23 day of April, 2019.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

BUNK AVIATION, LLC, a South Carolina
limited liability company



Printed Name: C.H. Bedenbaugh
Witness # 1


BY: Andre Bauer
ITS: Member


Printed Name: Sam G. Stathos
Witness # 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned notary, a Notary Public for the State of South Carolina, do hereby certify that Andre Bauer personally appeared before me on behalf of BUNK AVIATION, LLC, a South Carolina limited liability company, this 23 day of April, 2019 and acknowledged the due execution of the foregoing instrument.


NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: July 30, 2023

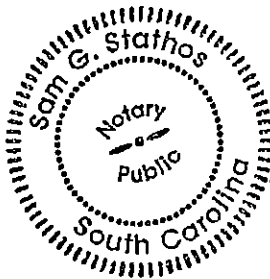


Exhibit A
Property Description

ALL those certain pieces, parcels, or lots of land, together with the improvements thereon, situate, lying and being in the Township of Socastee, County of Horry, State of South Carolina, known and designated as Tract 1-A (containing 2.23 acres, a little more or less), and Tract 1-B (containing 3.72 acres, a little more or less), as shown on that certain plat prepared by Barry W. Suggs, PLS 25438, dated October 3, 2018 entitled "PARCEL SPLIT SURVEY OF PINE #439-12-03-0003 CONTAINING 5.95 +/- ACRES TOTAL, SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA FOR BUNK AVIATION," which plat is recorded in the ROD Office for Horry County in Plat Book 285, at Page 167. Prior to the subdivision by the above reference plat, these lots were previously known and designated as "TRACT 1 PHASE II-A REVISED 5.90 ACRES," as shown on that certain plat prepared by Harry F. Bruton, PLS 24275, dated January 19, 2016, entitled "A MINOR SUBDIVISION SHOWING BAUER PLANTATION ALONG MILL CREEK ROAD SOCASTEE TOWNSHIP HORRY COUNTY, SOUTH CAROLINA BEING 52.29 ACRES TOTAL THE PROPERTY OF BUNK AVIATION, LLC," which plat is recorded in the ROD Office for Horry County in Plat Book 269, at Page 291. Said lots having such size, shape, buttings, boundings, courses, distances, and location as shown on the above referenced plat.

BEING a portion of the same property conveyed to the Grantor by deed of Bank of North Carolina dated January 22, 2013 and recorded in the ROD Office for Horry County in Book 3633, at Page 2507.

EXHIBIT "A"

Description of Real Property

Parcel 1:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract A" containing 1.42 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44009010007

Parcel 2:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract B" containing 1.29 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44009010008

Parcel 3:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract 5, Bauer Plantation" containing 17.09 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44000000034

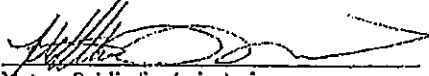
This parcels being a portion of the same property conveyed to Bunk Aviation, LLC by deed of Bank of North Carolina, dated January 22, 2013, and recorded January 23, 2013 in Deed Book 3633 at Page 2507, records of Horry County, South Carolina.

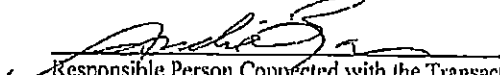
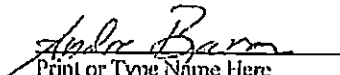
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9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more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

SUBSCRIBED AND SWORN to before
me this 22 day of September 2020.

Bunk Aviation, LLC


Notary Public for Virginia
My Commission Expires July 31, 2024


Responsible Person Connected with the Transaction

Print or Type Name Here

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 included, 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



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EXHIBIT
 12

RECONFIGURATION MAP of
 TRACT A, TRACT B, TRACT C, TRACT 4 OF BAUER PLANTATION AND
 PHASE 1-A IN SOCASTEE TOWNSHIP, Horry COUNTY, SOUTH CAROLINA.
 PREPARED FOR
THOMPSON INVESTMENTS LLC

THIS PROPERTY IS LOCATED IN FLOOD HAZARD ZONE (I & AE & S) ACCORDING TO FEMA MAP NO. 15090C0201B DATED AUGUST 24, 1995.
 THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCES:

- Map by Harry F. Blanton & Assoc., INC. dated 1/19/2018 prepared for Bauer Plantation recorded in Plat Book 289 of 31
- Map by Blanton Land Surveying the dated 4/28/2014 prepared for Thompson Investments LLC recorded in Plat Book 263 of 100.
- Map by Palmetto Corp. dated 7/23/2020 prepared for Dunk Atwell LLC recorded in Plat Book 294 of 113.

CURRENT OWNER OF RECORD
 PH 410-00-00-0014
 THOMPSON INVESTMENTS LLC
 4850 DICK FORD RD
 MYRTLE BEACH, SC 29558

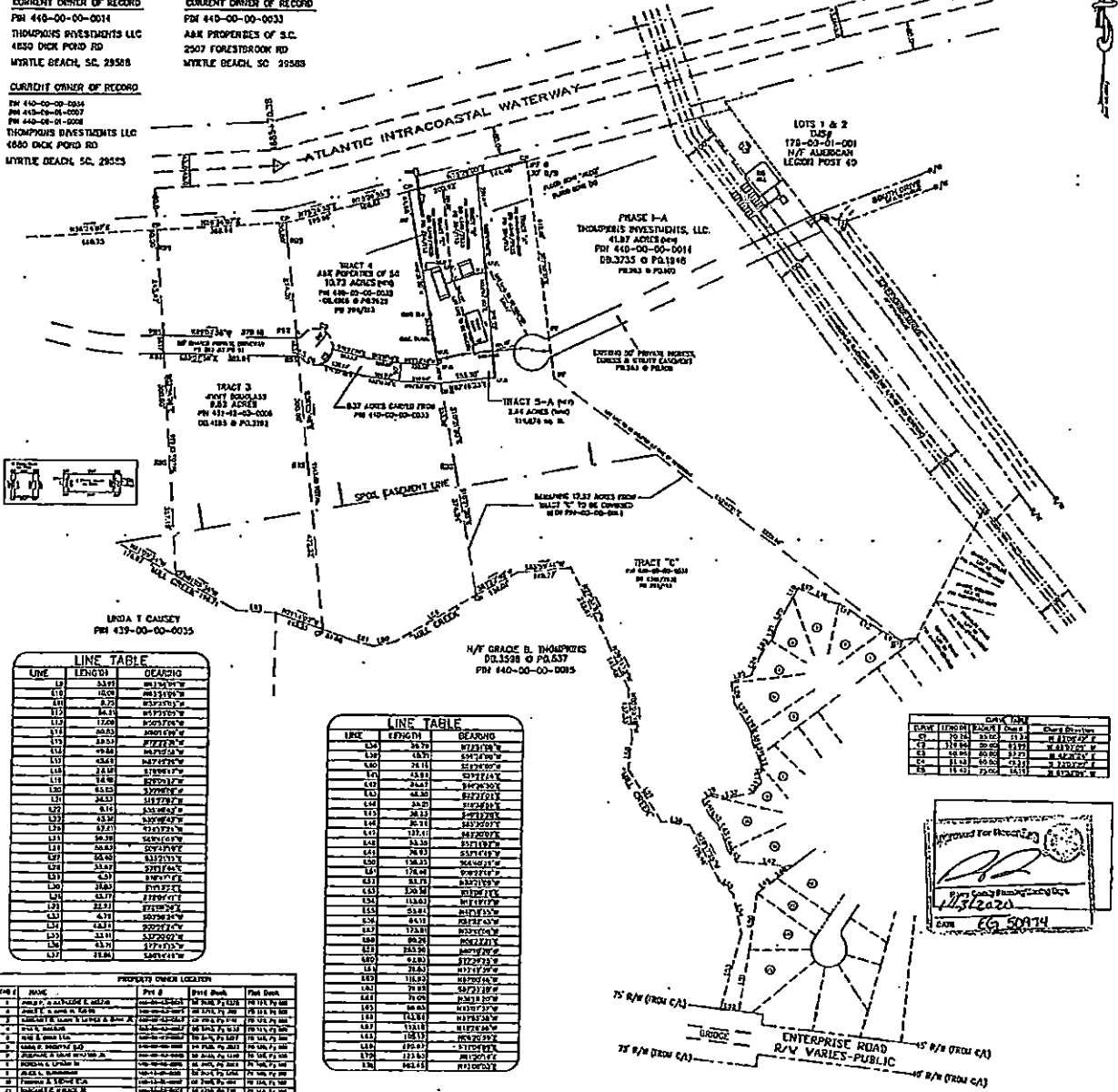
CURRENT OWNER OF RECORD
 PH 410-00-00-0033
 A&K PROPERTIES OF S.C.
 2507 FORESTBROOK RD
 MYRTLE BEACH, SC 29558

CURRENT OWNER OF RECORD
 PH 410-00-00-0034
 PH 410-00-00-0037
 PH 410-00-00-0038
 THOMPSON INVESTMENTS LLC
 4850 DICK FORD RD
 MYRTLE BEACH, SC 29558

CERTIFICATE OF OWNERSHIP AND DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I (WE ARE) THE OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADMIT THE PLAN OF DEVELOPMENT/PLAT/ WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAN.

From: *[Signature]* (DATE) 10-22-21
 For: *[Signature]* (DATE) 10-22-21
 For: *[Signature]* (DATE) 10-22-21

NOTE: ACCESS IS PROVIDED TO TRACTS 1-3-A THROUGH USE OF A 50 FOOT NON-INCLUDING & APURTAINMENT ACCESS / UTILITY EASEMENT. THE ACCESS / UTILITY EASEMENT & RIGHTS SHALL BE HELD & MAINTAINED COLLECTIVELY BY THE PROPERTY OWNERS OF THE ADJACENT PLOTS. Horry COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF OR THE IMPROVEMENT TO THE ACCESS / UTILITY EASEMENT.



LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| 10 | 53.97 | S81°24'41\" |
| 11 | 18.08 | S63°33'07\" |
| 12 | 6.32 | S73°07'07\" |
| 13 | 24.11 | S57°27'05\" |
| 14 | 17.26 | S25°27'05\" |
| 15 | 26.53 | S77°27'05\" |
| 16 | 23.53 | S77°27'05\" |
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LINE TABLE

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| 200 | 23.53 | S77°27'05\" |

PROPERTY OWNER LOCATOR

| PLAT # | NAME | PLAT # | PLAT BOOK | PLAT BOOK |
|--------|------------------|--------|-----------|-----------|
| 1 | BAUER PLANTATION | 1 | 289 | 31 |
| 2 | BAUER PLANTATION | 2 | 289 | 31 |
| 3 | BAUER PLANTATION | 3 | 289 | 31 |
| 4 | BAUER PLANTATION | 4 | 289 | 31 |
| 5 | BAUER PLANTATION | 5 | 289 | 31 |
| 6 | BAUER PLANTATION | 6 | 289 | 31 |
| 7 | BAUER PLANTATION | 7 | 289 | 31 |
| 8 | BAUER PLANTATION | 8 | 289 | 31 |
| 9 | BAUER PLANTATION | 9 | 289 | 31 |
| 10 | BAUER PLANTATION | 10 | 289 | 31 |
| 11 | BAUER PLANTATION | 11 | 289 | 31 |
| 12 | BAUER PLANTATION | 12 | 289 | 31 |
| 13 | BAUER PLANTATION | 13 | 289 | 31 |
| 14 | BAUER PLANTATION | 14 | 289 | 31 |
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| 28 | BAUER PLANTATION | 28 | 289 | 31 |
| 29 | BAUER PLANTATION | 29 | 289 | 31 |
| 30 | BAUER PLANTATION | 30 | 289 | 31 |
| 31 | BAUER PLANTATION | 31 | 289 | 31 |
| 32 | BAUER PLANTATION | 32 | 289 | 31 |
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| 35 | BAUER PLANTATION | 35 | 289 | 31 |
| 36 | BAUER PLANTATION | 36 | 289 | 31 |
| 37 | BAUER PLANTATION | 37 | 289 | 31 |
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| 83 | BAUER PLANTATION | 83 | 289 | 31 |
| 84 | BAUER PLANTATION | 84 | 289 | 31 |

14009040002

STATE OF SOUTH CAROLINA

TITLE OF REAL ESTATE

COUNTY OF HORRY

(No title search conducted for the preparation of this deed)

KNOW ALL MEN BY THESE PRESENTS,

That A&K Properties of South Carolina, Inc. in the State of aforesaid for and in consideration of the sum of FIVE AND 00/100 ---- (\$5.00) DOLLARS to me paid by Thompkins Investments, LLC in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Thompkins Investments, LLC, its Successors and Assigns, the following described property.

SEE PROPERTY DESCRIPTION RIDER

Grantees Address: 5890 Brothers Hill Road, Myrtle Beach, SC 29588

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 Thompkins Investments, LLC, its Successors and Assigns forever.

AND the Grantor(s) herein hereby binds itself, themselves, its or their successors, or his her, and their Heirs, Executors or Administrators, (as the case may be), to Warrant and forever defend all and singular the said premises unto the said Thompkins Investments, LLC, its Successors and Assigns, or his, her and their Heirs and assigns, (as the case may be), against itself,

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ELECTRONICALLY FILED - 2021 Oct 08 2:03 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

themselves, and its or their successors, or his, her and their heirs, (as the case may be), and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by grantor this 29 of Oct in the year of our Lord Two Thousand Twenty and in the Two Hundred and Forty-Fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in Presence of :

[Signature]
Witness # 1

[Signature]
A&K Properties of South Carolina, Inc.
By: Kirk Hanna
Its: President

[Signature]
Witness # 2 (Notary)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY)

I, the undersigned Notary Public, do hereby certify that the above referenced grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 29 day of October, 2020

[Signature]
Jenetta D McHanus (print name)
Notary Public for South Carolina
My Commission Expires: 9-27-2021



EXHIBIT "A"

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, all that certain piece, parcel or tract of land lying and being in Socastee Township, State and County aforesaid, and as identified as "0.37 Acres Carved From PIN 440-00-00-0033", as more fully shown on that certain plat of survey entitled "RECONFIGURATION MAP OF TRACT A, TRACT B, TRACT C, TRACT 4 OF BAUER PLANTATION AND PHASE 1-A IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for Thompkins Investments, LLC by Blanton Land Surveying, Inc., dated October 19, 2020, and recorded November 3, 2020 in Plat Book 295 at page 275 in the office of the ROD for Horry County, South Carolina. Said plat being incorporated herein by reference and made a part and parcel of this description.

SUBJECT HOWEVER, to a nonexclusive easement herein reserved to the grantor, its successors and assigns for ingress and egress and utilities easement over, under and across the property herein conveyed. It is the intention of the parties that no buildings are to be installed or erected in the said 0.37 acre parcel conveyed herewith and upon which a said easement is being reserved.

This being a portion of the property conveyed by deed of Bunk Aviation, LLC, to A&K Properties of South Carolina, Inc. recorded December 13, 2018 in Deed Book 4166, at page 2629, in the office of the ROD for Horry County, South Carolina.

Subdivided/Split from PIN: 440-00-00-0033

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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is described as 0.37 acres, being subdivided from PIN 440-00-00-0033 from A&K Properties of South Carolina, Inc. to Thompkins Investments, LLC on Oct. 29, 2020.
3. Check one of the Following: The Deed is
 - (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) Exempt from the deed recording fee because : Consideration under \$100.00

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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 realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes ___ or No to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:

| | |
|---|--------|
| (a) Place the amount listed in item 4 above here: | \$0.00 |
| (b) Place the amount listed in item 5 above here: | \$ |
| (c) Subtract line 6(b) and place result here: | \$0.00 |
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$0.00
8. As required by Code Section 12-24-70, I state I am a responsible person who was connected with the transaction as Attorney
9. 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.

SWORN to before me this
29~~th~~ day of Oct., 2020.

April F. Baker
APRIL F. BAKER (Print Name)
Notary Public for South Carolina
My Commission Expires: 10-22-29

Davis Inabnit, Jr.
Davis Inabnit, Jr.

a



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP2602093

Official File Stamp: 10-08-2021 02:03:49 PM
Court: CIRCUIT COURT
Common Pleas
Horry
Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Document(s) Submitted: Order/Dismissal Order/Dismissal
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
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Filed by or on behalf of: Robert E. Hood

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Luke A. Rankin for Thompkins Investments Llc
Edward B. Davis Inabnit, Jr. for Thompkins Investments Llc
Sam G. Stathos for Calvin L Donaldson et al
Henrietta U. Golding for Calvin L Donaldson et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means: