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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GRANT OF EASEMENTS AND AGREEMENT

This Grant of Easement and Agreement (this "Agreement") is entered in to by and between **THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**, a body politic, its successors and assigns (the "Town"), One Town Center Court, Hilton Head Island, SC 29928, and **DAVID L. MCRORIE, JR. AND GAIL G. MCRORIE,** their heirs and assigns (collectively, "McRorie"), 5307 Ward Parkway, Kansas City, MO 64112.

WHEREAS, the Town is the owner of certain real property and improvements thereto located in the Bradley Beach and Burkes Beach area of Hilton Head Island, Beaufort County, South Carolina, generally known as the Dreissen Beach Park, as more fully described in Exhibit A attached hereto (the "Beach Park"); and

WHEREAS, McRorie is the owner of that certain real property and improvements thereto located adjacent to the Beach Park, as more fully described in Exhibit B attached hereto (the "Residential Tract") and ; and as more fully described in Exhibit C attached hereto (the "Additional Tract"); and

WHEREAS, McRorie intends to construct not more than five (5) single family residences on the Residential Tract, and wishes to provide for the landscaping and maintenance of a portion of the Beach Park, as more fully set forth herein; and

WHEREAS, the Town has agreed to grant to McRorie certain easements on, over and across a portion of the Beach Park for the benefit of the Residential Tract, as more fully set forth herein; and

WHEREAS, McRorie has agreed to grant to the Town an easement on, over and across a portion of the Residential Tract for pedestrian access from the right-of-way of Bradley Circle to the Beach Park;

NOW, THEREFORE, for and in consideration of Ten and No/100 ($10.00) Dollars in hand paid to the Town by McRorie, of the mutual covenants and conditions contained herein, of the further considerations set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Town and McRorie hereby covenant and agree as follows:

* Easement Purpose: "for pedestrian access from the right-of-way of Bradley Circle to the Beach Park;"

1. Recitals. The above preamble and "WHEREAS" clauses are hereby incorporated as if restated verbatim.

2. Conveyance of the Additional Tract to the Town. Contemporaneously with the execution and delivery of this Agreement by the Town to McRorie, as consideration for the granting by the Town to McRorie of the easement described below, McRorie shall execute and deliver to the Town a quit claim deed in form and substance reasonably satisfactory to the Town by which title to the Additional Tract shall be conveyed to the Town. The parties hereto agree that such conveyance by McRorie to the Town is part of the consideration for this Agreement.

3. The Landscaping Easement.

A. Grant. The Town hereby grants, bargains, sells and conveys unto McRorie, and creates and establishes for the benefit of the Residential Tract, a perpetual, appurtenant, non-exclusive easement for the installation, planting and maintenance of landscaping trees, shrubs, bushes and other plantings on, over and across that portion of the Beach Park being twenty (20') feet in width located along the common property boundary line between the Beach Park and the Residential Tract, as more fully shown and described in Exhibit D attached hereto (the "Landscaping Easement Area"). To have and to hold unto McRorie, their heirs and assigns, forever.

B. Nature and Purpose. The Landscaping Easement is for the purpose of allowing McRorie to install, plant and maintain such landscaping trees, shrubs, bushes and other plantings in the Landscaping Easement Area as may be necessary or desirable to provide visual screening between the Beach Park and the Residential Tract, and shall be now and forever appurtenant to the Residential Tract. The Landscaping Easement is intended to be transferable with the Residential Tract because the parties hereto agree that it is essentially necessary for the use and enjoyment of the Residential Tract.

C. Terms, Conditions and Restrictions. The Landscaping Easement is for the use and benefit of only McRorie and future owners of portions of the Residential Tract. The Landscaping Easement shall be limited to the Landscaping Easement Area. Any and all trees, shrubs, bushes and other plantings installed or otherwise planted in the Landscaping Easement Area pursuant to the Landscaping Easement, and any subsequent changes thereto, shall be subject to the prior reasonable approval of the Town, as more fully set forth below.

4. The Access Easement.

D. Grant. McRorie hereby grants, bargains, sells and conveys unto the Town, and creates and establishes for the benefit of the Beach Park, a perpetual, appurtenant, non-exclusive easement for pedestrian access on, over and across that portion of the Residential Tract being ten (10') feet in width shown and described in Exhibit E attached

hereto (the "Access Easement Area"). To have and to hold unto the Town, its successors and assigns, forever.

E. Nature and Purpose. The Access Easement is for the purpose of providing pedestrian access to the Beach Park from the right-of-way of Bradley Circle for residents of the Bradley Circle and Second Avenue areas, and shall be now and forever appurtenant to the Beach Park. The Access Easement is intended to be transferable with the Beach Park because the parties hereto agree that it is essentially necessary for the use and enjoyment of the Beach Park.

F. Terms, Conditions and Restrictions. The Access Easement is for the use and benefit of the general public. The Access Easement shall be limited to the Access Easement Area.

5. Additional General Terms, Conditions and Restrictions. The Town and McRorie hereby covenant and agree as follows:

A. Non-exclusive Easements. The easements granted herein are non-exclusive in nature, and each party reserves the right to use any and all portions of its respective properties, including, without limitation, the Landscaping Easement Area and the Access Easement Area, as it may each deem appropriate in its sole discretion, and to grant other easements of any nature over and across any and all portions of the Beach Park, the Additional Tract, or the Residential Tract, including, without limitation, the Landscaping Easement Area and the Access Easement Area; *provided, however*, that any use of the Beach Park or the Additional Tract by the Town shall not unreasonably interfere with the exercise of the Landscaping Easement, and any use of the Residential Tract by McRorie shall not unreasonably interfere with the exercise of the Access Easement.

B. Irrigation. The Landscaping Easement also includes the right to construct, install and maintain within the Landscaping Easement Area irrigation pipes, lines, valves, wires and other improvements necessary or desirable in order to help assure the viability of the trees, shrubs, bushes and other plantings installed and maintained in the Landscaping Easement Area.

C. Existing Fence Encroachment. There is currently an exiting encroachment of a fence erected by the Town from the Beach Park into the Additional Tract and the Residential Tract. McRorie shall relocate and reconstruct the Town's fence, at McRorie's cost and expense, so that the fence is placed entirely on the Additional Tract and the Beach Park immediately adjacent to and parallel to the common property boundary lines between the Additional Tract and the Residential Tract and between the Beach Park and the Residential Tract. As part of that work, the existing pedestrian access gate in the fence shall be relocated by McRorie to that portion of the Town's fence that is adjacent to the Access Easement Area, and a walking path of design and materials reasonably

*The existing fence (and gate - before they were relocated) are shown on the Easement survey plat with graphics to identify.

acceptable to the Town shall be installed by McRorie on the Beach Park so as to connect the relocated gate to the paved parking area of the Beach Park. *

D. Construction, Installation or Maintenance Work. Any and all work or improvements undertaken on the Beach Park or the Additional Tract by McRorie or their employees or agents in connection with the installation or maintenance of plant materials or irrigation systems pursuant to the Landscaping Easement or in connection with the relocation of the Town's fence shall be performed in such a manner so as to not unnecessarily interfere with the Town's operation of the park facilities located on the Beach Park and the Additional Tract. Any damage to the Beach Park or the Additional Tract caused by such installation or maintenance shall be promptly repaired by McRorie, and McRorie shall indemnify and hold the Town harmless from and against any loss, damages, claims, liens and causes of action arising therefrom. Prior to undertaking or beginning any such installation or maintenance work or improvements, McRorie shall submit detailed plans, specifications and other necessary information reasonably required by the Town showing the work to be undertaken, and no such work shall be commenced until such plans and specifications are approved in writing by the Town.

E. Maintenance. McRorie shall be solely responsible for all costs incurred in connection with the installation and maintenance of any and all plant materials or irrigation systems installed or planted in the Landscaping Easement Area. McRorie shall also be responsible for maintaining the Landscaping Easement Area in a clean and safe condition, and free from trash and refuse.

F. Access to the Landscaping Easement Area. Access to the Landscaping Easement Area for purposes of installation and maintenance of any and all plant materials or irrigation systems installed or planted in the Landscaping Easement Area shall be by way of and from the Residential Tract.

G. Subordination. The easements granted herein are specifically granted subject to all covenants, conditions, restrictions, rights, easements and other applicable matters of record in the Office of the Register of Deeds for Beaufort County, South Carolina, and to all federal, state and local laws, statutes, ordinances, rules and regulations.

H. Indemnification. McRorie agrees to indemnify, save and hold harmless the Town from and against any and all liability or loss arising from or relating to any liens, or for any damages to property, or death or injury to any person occurring on any portion of the Beach Park or the Additional Tract as a result of any act or omission of McRorie or of persons acting on their behalf pursuant to the easement granted herein, including, without limitation, reimbursement to the Town for its reasonable costs and attorneys fees incurred in the defense or prosecution of any such claim or any proceeding or litigation arising therefrom, including those which may be occurred in appellate proceedings.

* "...a walking path...shall be installed...so as to connect the relocated gate to the paved parking area of the beach park."

6. Real Covenants. The easement, restrictions and agreements set forth herein shall run with the land described in Exhibits A, B, C, D and E; shall remain in full force and effect in perpetuity; and shall be unaffected by any change of ownership of the real property described in Exhibits A, B, C, D and E (other than by merger). Each of the rights created under this Agreement shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law will be inadequate in addressing any breach of the provisions hereof or a violation of the rights created hereunder.

7. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provisions hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of South Carolina.

[Signature page follows]

WITNESS the execution hereof on behalf of **THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA** this 21st day of November, 2002.

WITNESSES

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Attest: Stephen G. Riley
Stephen G. Riley, Town Manager

WITNESS the execution hereof by **DAVID L. MCRORIE, JR. AND GAIL G. MCRORIE** this _____ day of _____, 2002.

WITNESSES

_____

_____
DAVID L. MCRORIE, JR.

_____

_____
GAIL G. MCRORIE

WITNESS the execution hereof on behalf of **THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA** this _____ day of _____, 2002.

WITNESSES

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

By: _____
Thomas D. Peeples, Mayor

Attest: _____
Stephen G. Riley, Town Manager

WITNESS the execution hereof by **DAVID L. MCRORIE, JR. AND GAIL G. MCRORIE** this 3rd day of February, 2003.

WITNESSES

(non-notary witness)

(notary)

DAVID L. MCRORIE, JR.

GAIL G. MCRORIE