



BP0282816

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

EASEMENT AGREEMENT

THIS Easement Agreement (the "Agreement") is made as of the 14 day of September, 2012, by and between Southampton Pointe Property Owners Association, Inc., a South Carolina non-profit corporation ("Association") which administers Southampton Pointe Horizontal Property Regime, a condominium development established by the recordation of the Master Deed in the RMC Office for Charleston County on September 29, 2005, in Book V-555, Page 464. ("Master Deed"), and EEMO, LLC, a South Carolina Limited Liability Company which operates a private tennis and swimming club known as "LTP Tennis & Swimming" (LTP").

WHEREAS, LTP is desirous of installing a dome to cover its existing swimming pool to protect its members from excessive cold during the winter months; and

WHEREAS, in order to install such dome, LTP is required to secure an easement from Association so as to maintain a twenty foot (20') No Combustible Zone, a twelve foot (12') Fire Access Lane and a ten foot (10') Landscape Buffer in the area adjacent to the existing swimming pool, part of which is located in the Common Elements of Southampton Pointe Horizontal Property Regime, all as more particularly set forth in the attached Landscape Plan marked Exhibit "A" and incorporated herein by express reference as though fully set forth verbatim; and

WHEREAS, Association is agreeable to granting LTP an easement upon a 0.051 acre portion of the Common Elements as set forth in the attached Landscape Plan marked Exhibit "A" provided, however, LTP timely and fully complies with its duties and obligations in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PERMANENT EASEMENT. Association does hereby grant, convey and transfer to LTP a perpetual easement into, upon and over a 0.051 acre portion of the Common Elements of Southampton Pointe Horizontal Property Regime as set forth in the attached Landscape Plan marked Exhibit "A" for the limited purpose of maintaining a twenty foot (20') No Combustible Zone, a twelve foot (12') Fire Access Lane and a ten foot (10') Landscape Buffer. The 0.051 acre tract upon which this Easement is granted is depicted in the attached Landscape Plan marked Exhibit "A", is a portion of the Common Elements of Southampton Pointe Horizontal Property Regime as reflected in the Master Deed and is a part of the real property described in the attached Exhibit "B";
2. LANDSCAPE PLAN. Upon recordation of this Easement Agreement, LTP shall, at its sole cost and expense, promptly commence and conclude the Landscape Plan attached hereto as Exhibit "A" including, but not limited to, the planting of all plants, trees and other shrubs set forth in the Landscape Plan, the construction of an irrigation system to ensure all plants, trees and shrubs in

the Easement area are properly watered, the hiring of an arborist to make recommendations regarding the existing large oak tree located in the Easement area, and the implementation of such recommendations to ensure the continued viability of such oak tree. Additionally, LTP shall promptly install "sound damping" and/or "sound reduction" materials satisfactory to Association on or near the property line with Association so as to reduce noise emanating from or near the pool;

3. MAINTENANCE. LTP shall regularly and properly maintain the Easement area to ensure all plants, trees and other shrubs are viable and that the Easement area is free of debris, fallen limbs or other unsightly materials;
4. DISCOUNT TO ASSOCIATION MEMBERS. LTP shall offer all members of the Association an opportunity to be a member of its tennis and/or swimming club and/or other facilities with all the same privileges as other LTP members and shall afford all members of the Association a ten (10%) percent discount from the prevailing membership fees, as well as a fifty (50%) percent discount on any private lessons offered by LTP during the first month of membership;
5. LIQUIDATED DAMAGES. The parties acknowledge and agree that because the within Easement Agreement is perpetual, there is no lawful procedure for the Association to cancel the Easement in the event LTP fails to timely and properly perform its duties and obligations in accordance with the terms hereof. Accordingly, the parties have agreed that in the event LTP fails to timely and properly perform its duties and obligations in accordance with the terms hereof, Association shall send written notice of default to LTP at 1513 Mathis Ferry Road, Mount Pleasant, South Carolina 29464 via certified mail, return receipt requested setting forth what LTP has failed to do as required by the terms hereof. LTP shall have ten (10) days from receipt of such notice within which to complete such default by completing all items set forth in the notice. In the event LTP fails to cure all items set forth in the notice of default within ten (10) days of receipt of such notice, LTP shall pay Association liquidated damages equal to One Hundred and No/100 (\$100.00) Dollars per day commencing on the 11th day after receipt of such notice and every day thereafter until all items have been completed to the satisfaction of Association, such satisfaction not to be unreasonably withheld;
6. NO PUBLIC RIGHTS. Nothing contained in this Agreement shall be deemed to constitute a gift or dedication of any portion of the Easement area to the general public, or for the benefit of the general public, it being the intention of the parties that the within Agreement shall be strictly limited to and for the purposes expressed herein;
7. GOVERNING LAW. The laws of the State of South Carolina shall apply to the within Easement Agreement; and
8. BINDING ON FUTURE PARTIES. The within Easement Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective members, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement this 14 day of September, 2012.

IN THE PRESENCE OF:

SOUTHAMPTON POINTE PROPERTY OWNERS ASSOCIATION, INC.

Henry M. D... (Witness)

By: Hal Crowley, Its President

(Witness)

EEMO, LLC

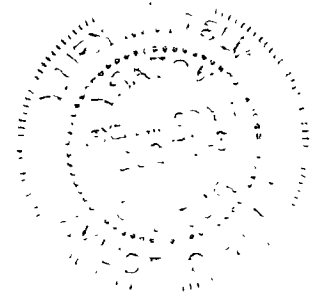
James L. M... (Witness)

By: Benjamin Navarro, Its Managing Member

(Witness)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE



PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named SOUTHAMPTON POINTE PROPERTY OWNERS ASSOCIATION, INC., by Hal Crowley, its President, sign, seal and as its act and deed, sign the within written Easement Agreement, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 14 day of September, 2012.

Henry M. D... (Signature)

(Signature)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5/29/12

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

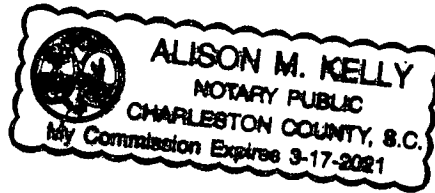
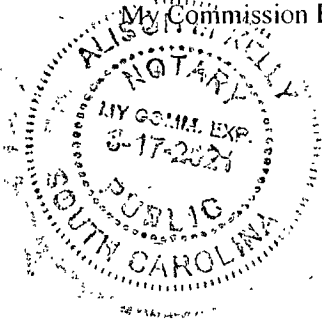
PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named EEMO, LLC, by Benjamin Navarro, its Managing Member, sign, seal and as its act and deed, sign the within written Easement Agreement and that (s)he with the other witness witnessed the execution thereof.

James C. Meadows

SWORN to before me this 14th
day of September, 2012.

Alison M Kelly

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3-17-2021



PLANT SCHEDULE

a-i

BOTANICAL NAME	COMMON NAME	QUANTITY	HE
TREES			
QUERCUS VIRGINIANA	LIVE OAK	2	
ULMUS PARVIFOLIA	CHINESE ELM	4	
ACER RUBRUM	RED MAPLE	4	
UNDERSTORY TREES			
SABAL PALMETTO	SABAL PALM	23	
MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM	6	
CERCIS CANADENSIS	EASTERN RED BUD	5	
SHRUBS			
RHAPHIOLEPSIS INDICA 'ALBA'	DWARF INDIAN HAWTHORN	12	
NANDINA DOMESTICA 'MOON BAY'	MOON BAY NANDINA	36	
TERNSTROEMIA GYMNANTHERA	CLEYERA	16	
FATSIA JAPONICA	FATSIA	3	
PITTIOSPORUM TOBIRA	PITTIOSPORUM (VARIEGATED)	12	
PANICUM VIRGATUM	SWITCHGRASS	38	
ORNAMENTAL GRASSES			
BIG BLUE BORDER GRASS, AKA "MONKEY GRASS"	LIRIOPE	54	
LAWN (SOD)			
EREMOCHLOA OPHIURICOIDES 'OAK LAWN'	'OAK LAWN' CENTIPEDE GRASS		
MULCH			
PSMULCH	PINE STRAW	ESTIMATE	

PLANT LEGEND:

- LIRIOPE
- ⊛ DWARF INDIAN HAWTHORN
- ⊕ PITTIOSPORUM
- ⊗ FATSIA
- ⊕ CLEYERA
- ⊕ NANDINA
- ⊗ SWITCHGRASS
- ⊕ SAVANNAH HOLLY

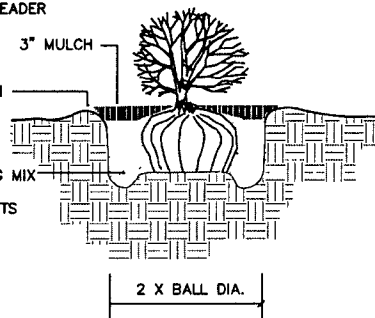
NOTE:

SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE TO PREVIOUS EXISTING GRADE

FOR B&B SHRUBS ONLY:
THIN BRANCHES AND FOLIAGE BY 1/3
RETAIN SHAPE OF SHRUB DO NOT CUT
ALL END TIPS OR LEADER

FORM SAUCER WITH
3" CONTINUOUS RIM
AS NECESSARY

SPECIFIED PLANTING MIX
WATER & TAMP TO
REMOVE AIR POCKETS



NOTE

STAKE TO FIRST BR/ AS NECESSARY FOR FIRM SUPPORT

WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS OR BRANCH

FORM SAUCER WITH 3" CONTINUOUS RIM

SPECIFIED PLANTING MIX - WATER & TAMP TO REMOVE AIR POCKETS

1

SHRUB PLANTING

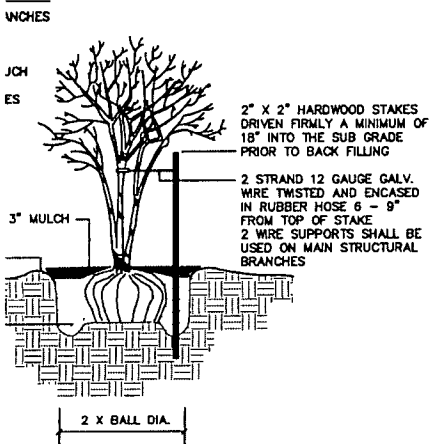
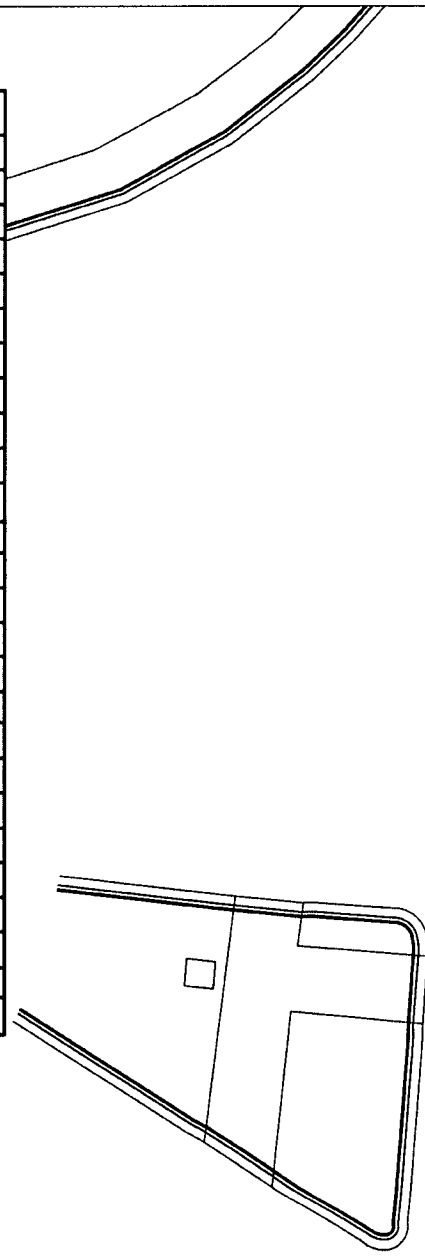
SCALE: NOT TO SCALE

a-ii

a-i

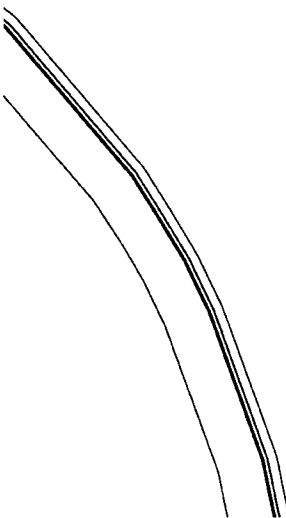
b-i

HEIGHT/SIZE	CALIPER	SPACING
12'	2.5"	AS SHOWN
12'	2.5"	AS SHOWN
12'	2.5"	AS SHOWN
6'8'	2"	AS SHOWN
6'8'	2"	AS SHOWN
6'8'	2"	AS SHOWN
3 GAL	_____	4' O.C.
3 GAL	_____	4' O.C.
3 GAL	_____	4' O.C.
3 GAL	_____	4' O.C.
3 GAL	_____	4' O.C.
3 GAL	_____	4' O.C.
4" OR 1 GAL	_____	18" O.C.
BALES	FRESH, BRIGHT, NO STICKS	



a-ii

b-ii



T. TRUNK TREE

b-i

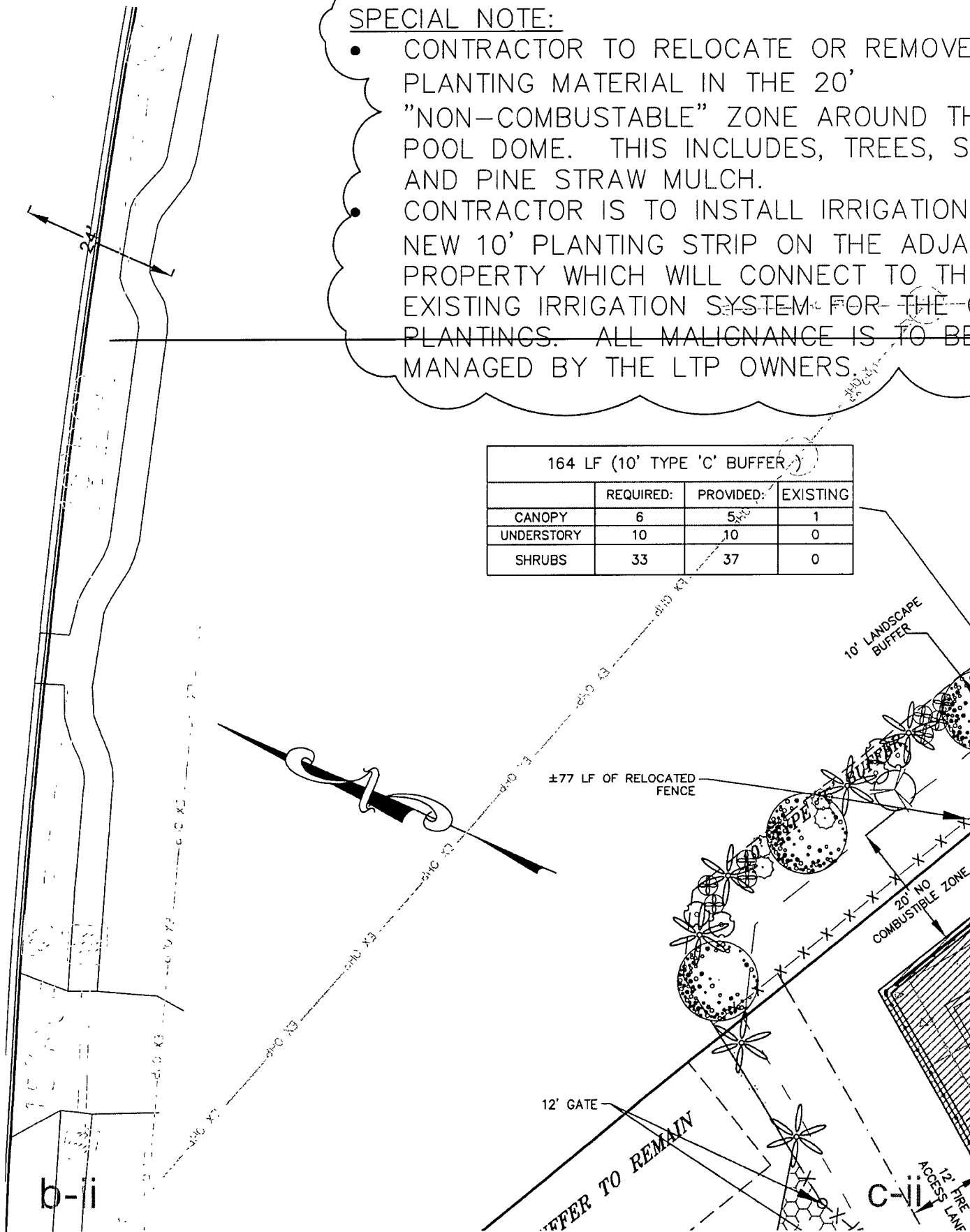
c-i

SPECIAL NOTE:

- CONTRACTOR TO RELOCATE OR REMOVE PLANTING MATERIAL IN THE 20' "NON-COMBUSTABLE" ZONE AROUND THE POOL DOME. THIS INCLUDES, TREES, SI AND PINE STRAW MULCH.
- CONTRACTOR IS TO INSTALL IRRIGATION NEW 10' PLANTING STRIP ON THE ADJA PROPERTY WHICH WILL CONNECT TO THE EXISTING IRRIGATION SYSTEM FOR THE PLANTINGS. ALL MAINTENANCE IS TO BE MANAGED BY THE LTP OWNERS.

164 LF (10' TYPE 'C' BUFFER)

	REQUIRED:	PROVIDED:	EXISTING
CANOPY	6	5	1
UNDERSTORY	10	10	0
SHRUBS	33	37	0



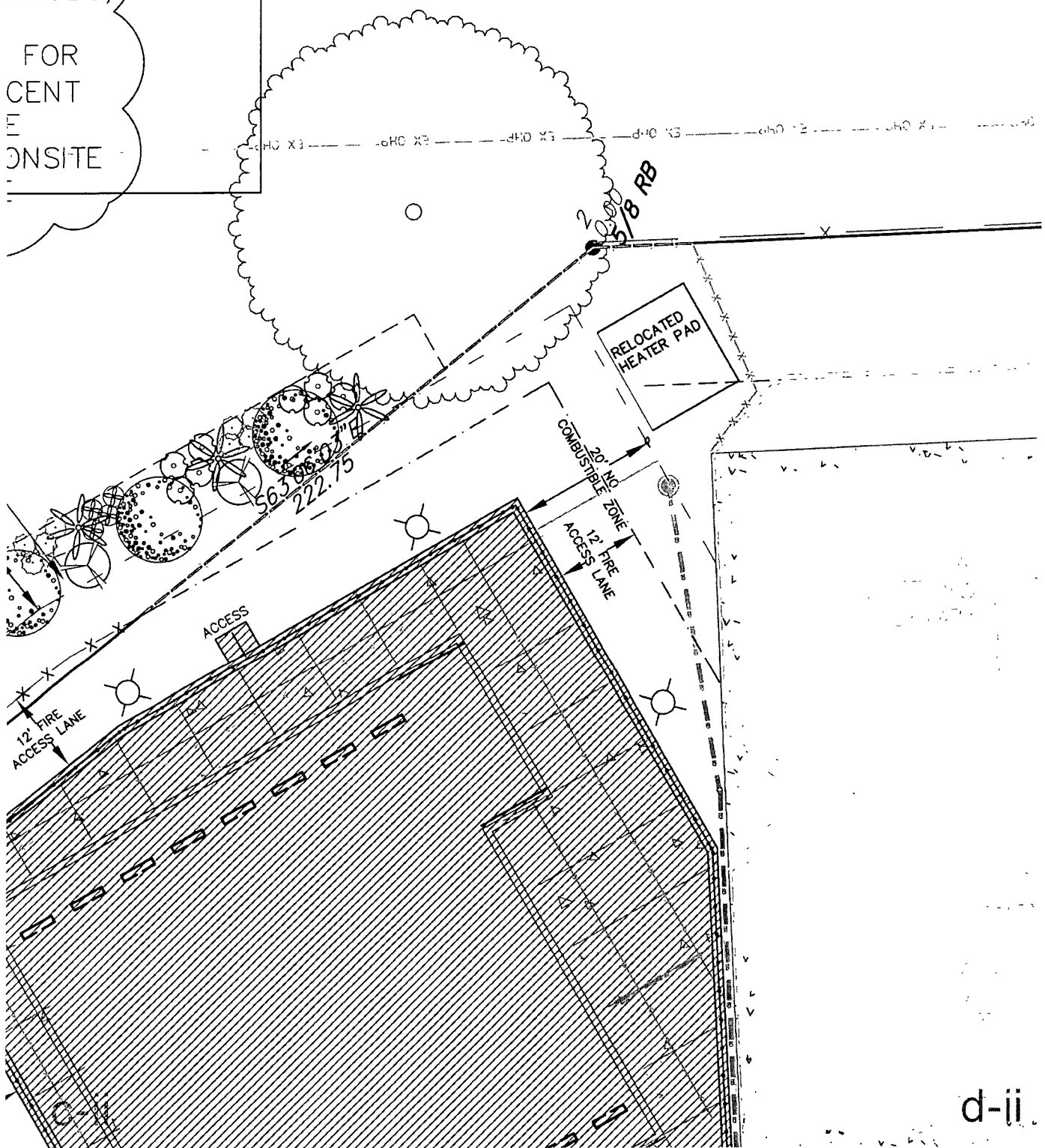
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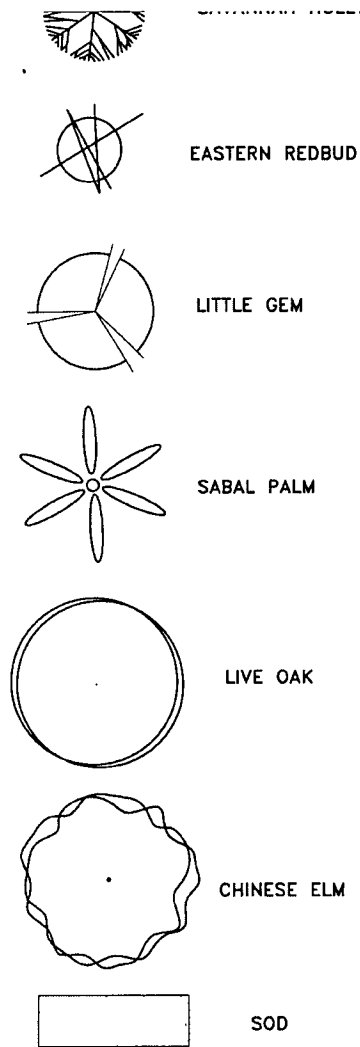
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C-i

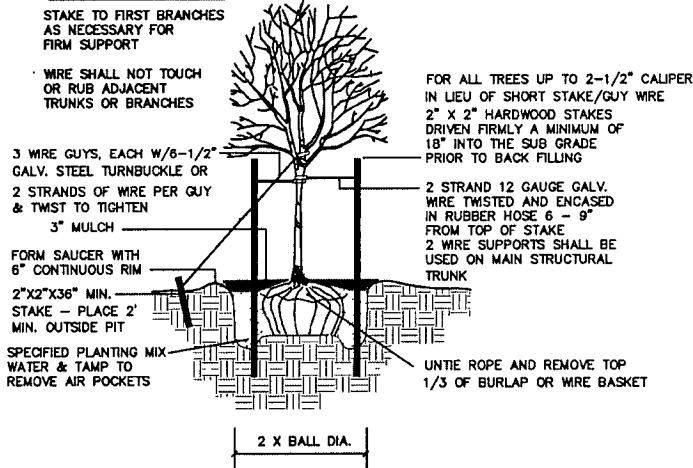
ALL
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d-ii



NOTE:



3 TREE STAKING DETAIL

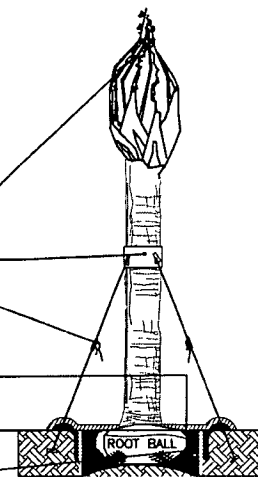
SCALE: NOT TO SCALE

NOTES:

- ALL PALMS SHALL BE SPRAY TREATED WITH APPROVED INSECTICIDE AT THE TIME OF ORIGINAL TRANSPLANTING AND AGAIN AT THE TIME OF PLANTING THE TRUNK OF PALMS SHALL BE NEARLY UNIFORM IN SIZE OVER THE ENTIRE HEIGHT AND SHALL BE FREE OF DEAD FRONDS, FIRE STUBS, FIRE BLACK, OR OTHER DAMAGE
- COORDINATE THE ROOT BALL SIZE WITH PLANTER WIDTHS
- MAINTAIN THE TREE IN A PLUMB UPRIGHT POSITION
- ALL CABLE CLAMPS, TURNBUCKLES, AND BOLTS ARE TO BE RUST RESISTENT.
- PINDO PALMS 30 GAL. OR SMALLER (LESS THAN 8') DO NOT NEED STAKING UNLESS STABILITY BECOMES A PROBLEM SEE SCHEDULE FOR SIZES
- LOCATE GUY WIRES WITHIN PLANT BEDS.
- REMOVE ALL STRAPS AND GUY WIRES AFTER 1 YEAR.

TIE PALMS FRONDS UP TO PROTECT CROWN, REMOVE 6 WEEKS AFTER PLANTING

- HEAVY DUTY STRAPPING FABRIC (BLACK)
- (3) METAL DUCKBILL UNDERGROUND EARTH ANCHORS WITH WHITE FLAGGING TAPE, 3/32" CLEAR PVC COATED GALV. CABLES & RUST RESISTANT TURNBUCKLES
- SET TOP OF ROOT BALL FLUSH W/ FINISHED GRADE.
- 4" THICK SHREDDED PINE MULCH (FOR LAWN AREAS PROVIDE 5' DIA. MULCHED SAUCER)
- FINISHED GRADE
- PLANTING MIXTURE



5 PALM TREE PLANTING DETAIL

SCALE: NOT TO SCALE

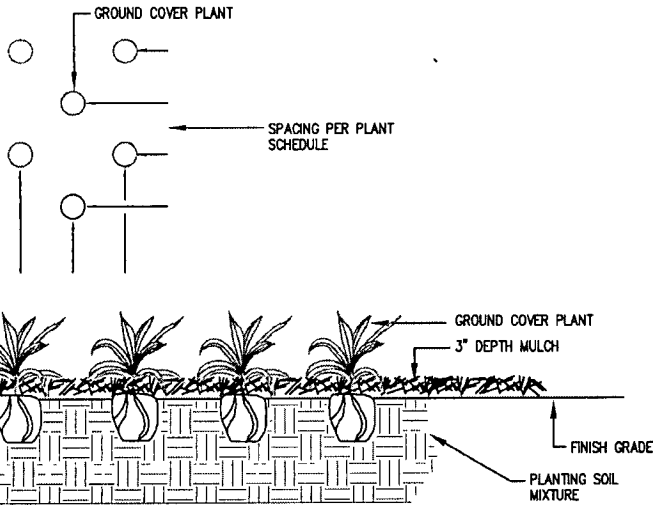
PLANT SCHEDULE NOTES:

- CONTRACTOR TO CONTACT EARTHSOURCE ENGINEERING FOR QUESTIONS REGARDING TO THE LANDSCAPE PLAN.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED ON THESE PLANS.
- THE SIZE OF THE PLANT MATERIALS SHALL CONFORM WITH THE

1- TRUNK TREE

a-ii

SCALE: NOT TO SCALE



GROUND COVER DETAIL

SCALE: NOT TO SCALE

b-ii

MATHIS FERRY ROAD

(66' R/W)

18" RCP

e-ii

f-ii

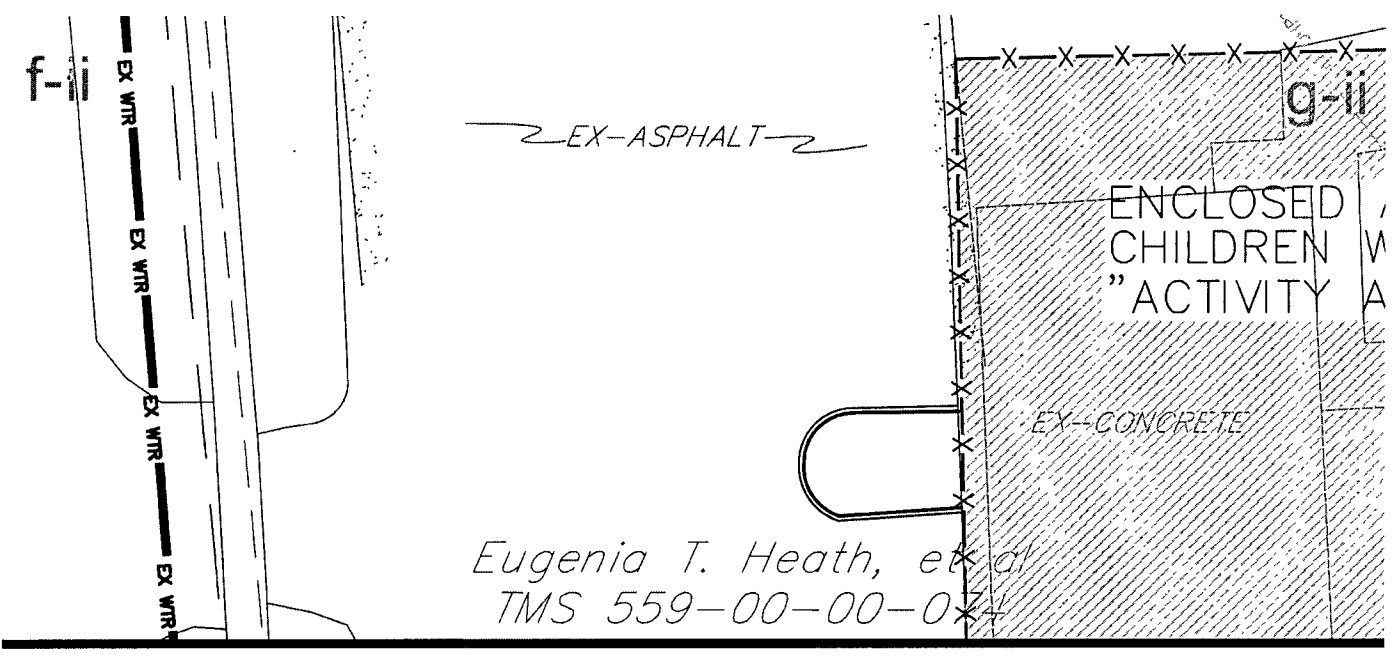
CURRENT EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" FOR NUMBER ONE GRADE NURSERY STOCK AS ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND AMERICAN NATIONAL STANDARDS INSTITUTE.

- THERE WILL BE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS WITHOUT WRITTEN APPROVAL OF BOTH EARTHSOURCE ENGINEERING, THE OWNER, AND THE MUNICIPALITY.
 - NO GROUND COVER, JUNIPER, OR DAY LILY SHALL BE USED AS SUBSTITUTION PLANTS OR FILLER.
 - ALL DISTURBED AREAS ARE TO BE MULCHED OR SODDED UNLESS OTHERWISE NOTED.
 - ALL TREES TO HAVE SAUCERS (BERMS) AS DETAILED. STAKE AND GUY WIRE THE TREES AS PER THE DETAIL(S). COVER THE RING WITH A 4' CIRCLE OR PINE STRAW MULCH.
 - A MINIMUM 3" LAYER OF PINE STRAW MULCH SHALL BE PLACED AROUND ALL PLANTED MATERIAL.
 - THE PROPERTY OWNER AGREES TO MAINTAIN ALL NEW PLANTINGS IN A HEALTHY CONDITION.
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e-ii

f-ii



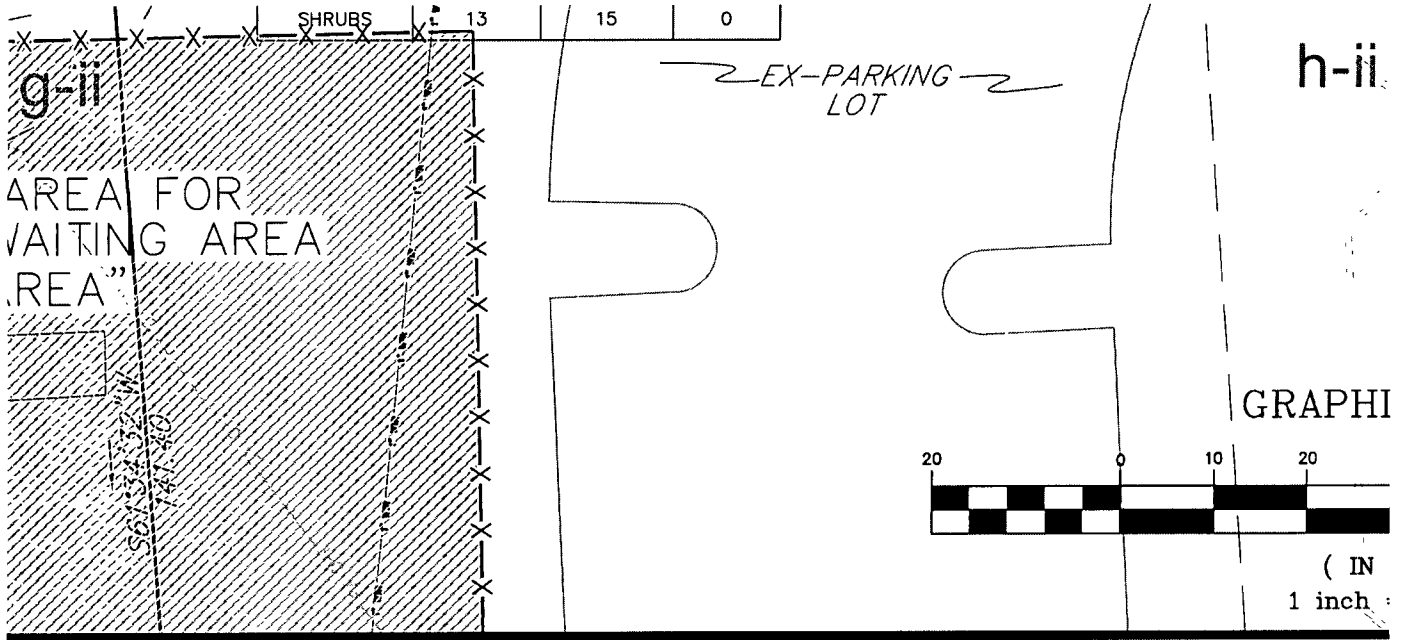


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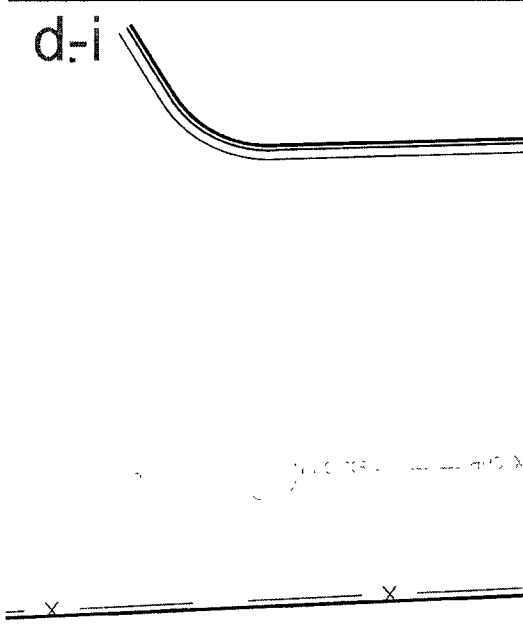
ENCLOSED
CHILDREN
"ACTIVITY A

EX-CONCRETE

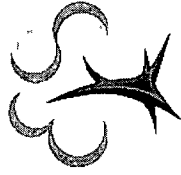
Eugenia T. Heath, et al
TMS 559-00-00-024



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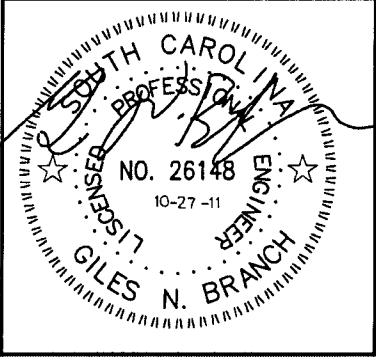
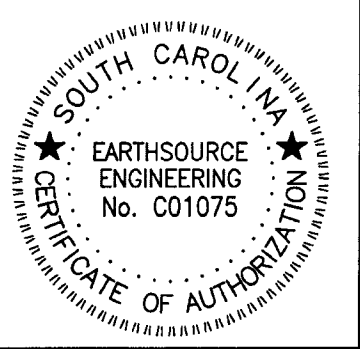
EARTHSOURCE



CIVIL ENGINEERING : SITE PLANNING
 LANDSCAPE DESIGN : LIFE DESIGN

Office: 843.881.0525
 Fax: 843.881.2477
 branchgn@earthsourceeng.com

887 Johnnie Dodds Boulevard Suite 220
 Mt. Pleasant, SC 29464
 www.earthsourceeng.com



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h-ii

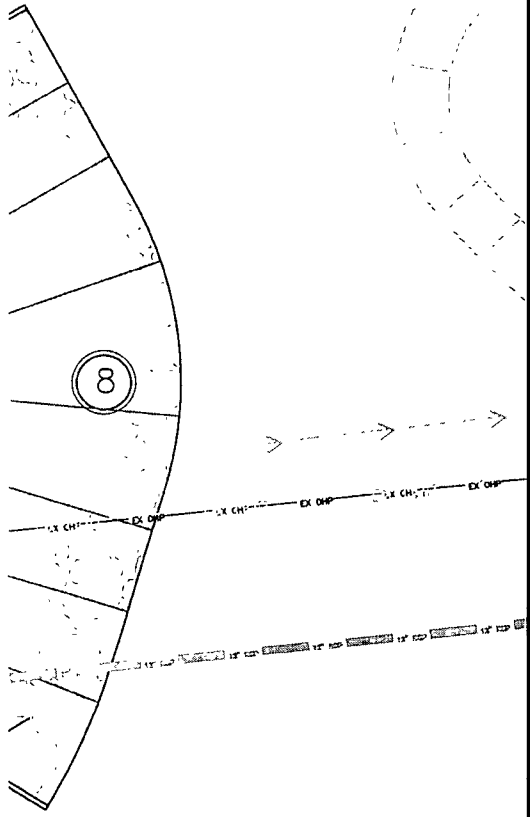
C SCALE



FEET)
= 20 ft.

NO	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
DRAWN:		JWO								
CHECKED:		GNB								
DATE:		04.09.11								
JOB NO.		11-111								
FINAL CONSTRUCTION DOCUMENTS										
SHEET NUMBER		L-100								

d-ii



h-ii

LIVE TO PLAY

POOL DOME

1513 MATHIS FERRY ROAD
MOUNT PLEASANT, SC 29464

LANDSCAPE PLAN

DATE	REVISIONS	BY
5-20-11	PER DRN ADJMT (TO AVOID STANDING WTR)	GNB
6-1-11	PER POOL AND BUILDING CHNGES	GNB
6-21-11	PER TOWN COMMENTS	JWO
7-18-11	PER TOWN PLANNING & MPW COMMENTS	JWO
8-15-11	PER TOWN PLANNING COMMENTS	GNB
8-16-11	PER SENIOR ENGINEER FINAL REVIEW	JWO
9-08-11	PER POWER & DRAINAGE MODIFICATIONS	JWO
9-28-11	PER POOL DOME, DECK DRAIN MODS	GNB
10-13-11	POOL ASBUILT AND DECK REDESIGN	GNB
10-27-11	PER SENIOR ENGINEER FINAL REVIEW	JWO

Exhibit B
Property Description

All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, known and designated as "TRACT A-1 25.469 AC", on a Plat entitled "AN ALTA/ACSM SURVEY SHOWING THE SUBDIVISION OF TRACT A INTO TRACTS A-1 AND A-2 OWNED BY SOUTHAMPTON APARTMENTS LLC LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Southeastern Surveying, Inc. dated January 8, 1998 and last revised August 27, 1998, and recorded September 29, 1998, in Plat Book EC, at Pages 169-170, in the RMC Office for Charleston County, South Carolina. Said tracts having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Being a portion of the property conveyed to Southampton Pointe Tarragon, LLC by deed from Fenwick Plantation/Southampton Park Tarragon, LLC, date June 28, 2005 and recorded in the Charleston County RMC Office in Book V-542, at Page 889.

TMS No.: 559-00-00-208

RECORDER'S PAGE



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CMT*

NOTE: This page **MUST** remain with the original document

Filed By:

CISA & DODDS
858 LOWCOUNTRY BLVD.
SUITE 101
MT. PLEASANT SC 29464 (COURIER)

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Time:	2:59:01 PM	
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0282	816	Esmt
Charlie Lybrand, Register Charleston County, SC		

MAKER:

SOUTHAMPTON POINTE POA

RECIPIENT:

EEMO LLC

Original Book:

Original Page:

# of Pages:	22
# of Sats:	
# of References:	

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