

Property over, upon and across a portion of the Burdened Property shown and designated as "Access Easement" on the plats attached hereto as Exhibits 1 through 4 (the "Plat"), said easement having the locations and dimensions as set forth on the Plat (collectively the "Easement Area"). The Access Easements shall be for the purpose of providing pedestrian access, ingress and egress to and from the public beach or the boardwalk running north and south for the Benefitted Parties.

(b) Reserved Right to Relocate Easement Area. Grantor does hereby reserve the right to relocate all or any portion of the Easement Area, from time to time, at Grantor's sole expense, with the approval of the Association's Board of Directors as to the new location.

(c) Right to Construct Boardwalk. Association shall have the right to construct, maintain, repair and replace boardwalks within the Easement Area, provided Association fully complies with all applicable local, state and federal regulations.

(d) Costs for Easements. The Association shall be solely responsible for all costs and expenses incurred in connection with construction, maintenance and repair of improvements located within the Easement Area, except as provided for in Section 1(b) herein. The Association shall hold harmless, indemnify and defend the Grantor for and from all claims, costs, expenses, and damage of every kind or nature, including reasonable attorneys' fees, that arise by reason of the condition of the Burdened Property or by reason of the exercise of the rights granted to the Association, the Benefitted Parties and their respective successors and permitted assigns. Association, the Benefitted Parties and their respective successors and permitted assigns assume all risks related to the Burdened Property, and the Easement Area. Association will continuously maintain premises liability insurance that covers the Easement Area in an amount of at least one million (\$1,000,000) dollars and names the Grantor, its successors and assigns as an additional insured. Association will deliver to Grantor a certificate of insurance for the insurance required under this Agreement within thirty (30) business days after the Effective Date and within ten (10) business days after each request by Grantor for confirmation of the annual renewal of such insurance.

2. Running of Benefits and Burdens; Heirs, Legal Representatives; Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, are perpetual, run with and are appurtenant to the Burdened Property, shall run with the Burdened Property forever, and are binding upon and shall inure to the burden and benefit of and be enforceable by the heirs, executors, administrators, legal representatives, successors, permitted assigns of the parties hereto, unless the Easement are terminated in accordance with the terms of this Agreement or by a recorded instrument executed by the Grantor and the Association. Except for the rights expressly granted hereby to the Benefitted Parties, Association shall have no right to assign any rights or delegate any duties under this Agreement to any person or entity without Grantor's prior written consent, which may be withheld in Grantor's sole discretion.

3. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Burdened Property. No easements, except as specifically set forth herein, shall be implied or granted by this Agreement.

4. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

5. Severability. If any term, covenant or condition of this Agreement or the application thereof to either the Grantor or the Association shall be held to be invalid or unenforceable, then the remaining terms, covenants and conditions of this Agreement shall not be affected thereby, and shall be enforceable to the fullest extent permitted by law.

6. Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the interest of any provision hereof.

7. Amendments. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, modification, or termination is sought.

8. No Partnership or Joint Venture. This Agreement does not create an association, partnership, joint venture or a principal and agency relationship among any of the parties hereto.

9. Counterparts. This Agreement may be signed in counterparts which, when assembled, constitute one agreement.

[Signature Pages Follow]

EXHIBIT A

Legal Description of Burdened Property

All that certain piece, parcel or tract of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly shown and described as 4.70 acres, more or less, as shown on a plat entitled "Boundary Survey Plat of 4.70 +/- Acres of Land South of the Embassy Suites Being Part of Kingston Plantation, Horry County, South Carolina", prepared for Promus/FCH Development Company, LLC, by Atlantic Land Surveying Co., dated September 17, 2001 and revised August 1, 2002, and recorded August 21, 2002 in Plat Book 185, Page 55, in the Office of the Register of Deeds for Horry County, South Carolina, said tract having the buttings, boundings, courses, distances and measurements as will appear by reference to said plat which is incorporated herein by reference.

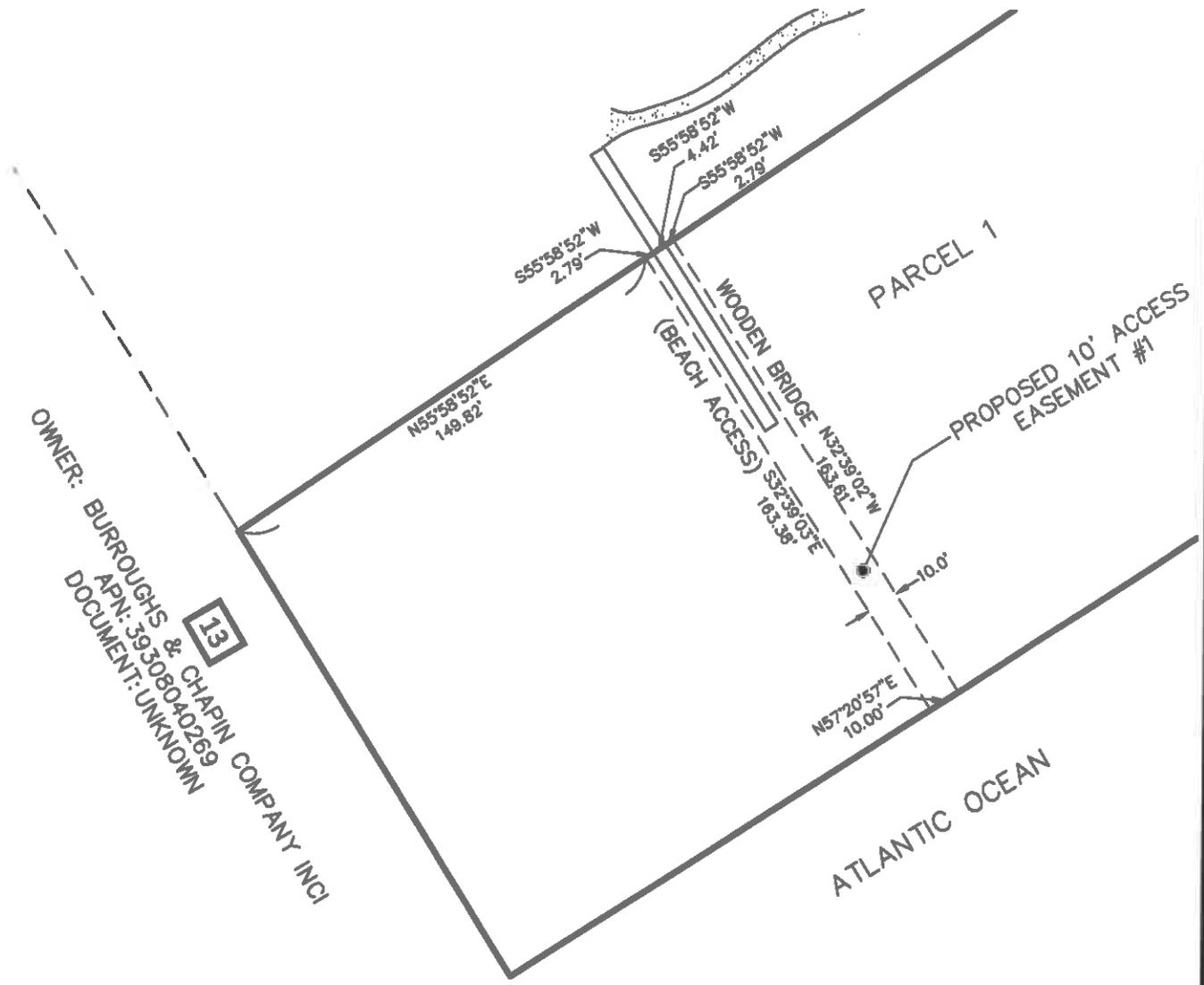
Being a portion of the property conveyed to Promus/FCH Development Company, L.L.C. by deed from Rank Development, Inc. dated and recorded on December 5, 1996 in Book 1906, Page 280 in the Horry County Register of Deeds Office.

TMS# 166-00-08-094

Exhibits 1-4

See attached plats

EXHIBIT OF:
 PROPOSED 10' ACCESS EASEMENT # 1:



OWNER: BURROUGHS & CHAPIN COMPANY INC
 APN: 39308040269
 DOCUMENT: UNKNOWN

13

THIS IS NOT A SURVEY.

ASM

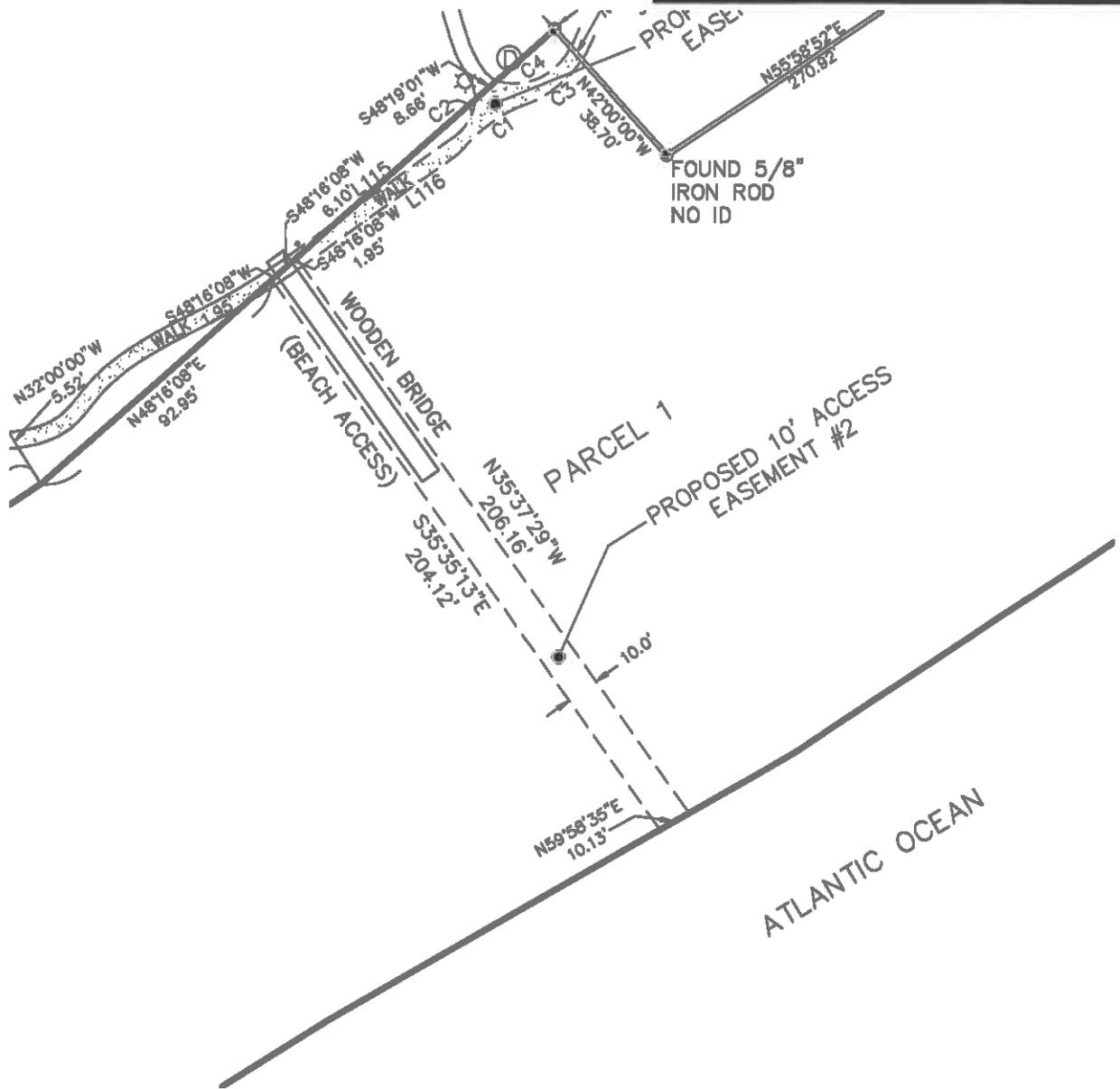
AMERICAN SURVEYING & MAPPING INC.
 3191 MAGUIRE BLVD., SUITE 200
 ORLANDO, FLORIDA 32803
 PHONE (407) 426-7979
 WWW.ASMCORPORATE.COM

SHEET 1 OF 1

DATE: 06/06/2019	REVISED:
SCALE: 1" = 50'	
APPROVED BY: -	
JOB NO. 1807711-21142	
DRAWN BY: JCT	



EXHIBIT OF:
 PROPOSED 10' ACCESS EASEMENT # 2:



THIS IS NOT A SURVEY.

ASM

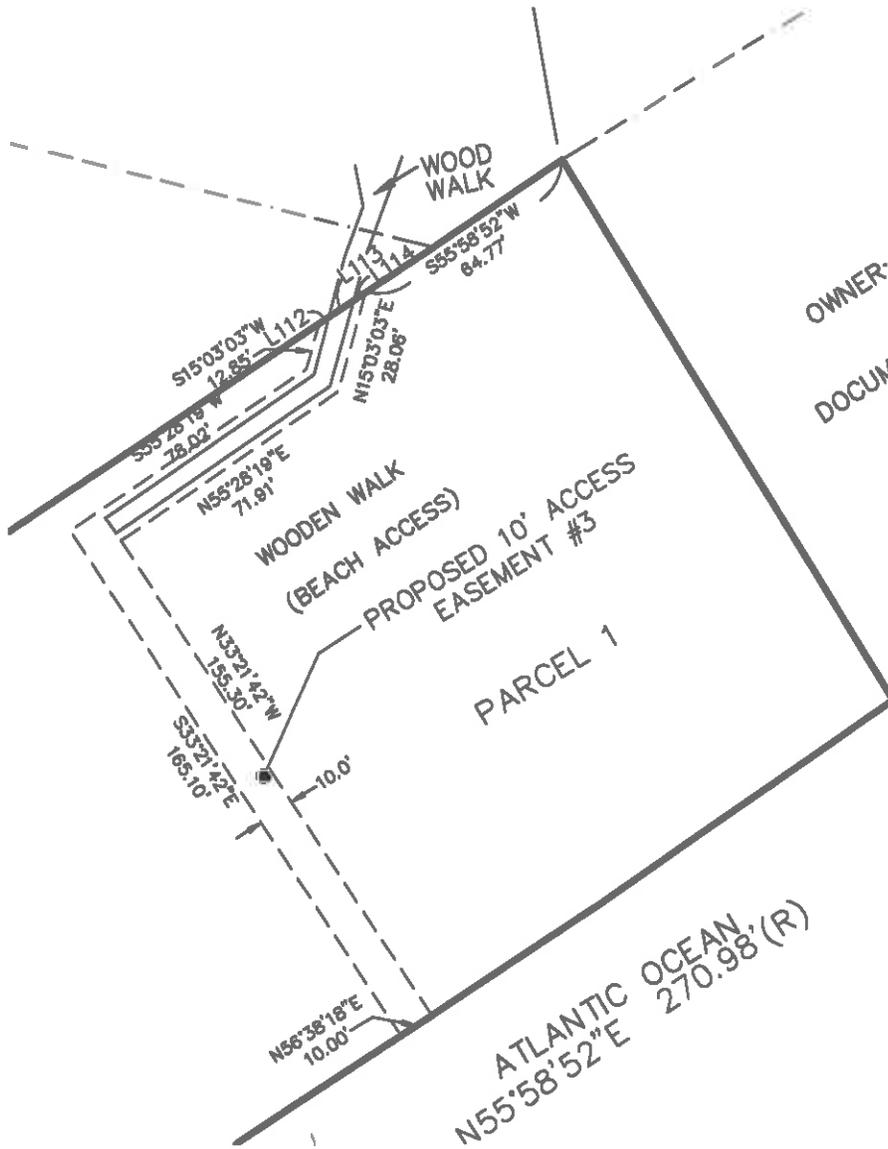
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SHEET 1 OF 1

DATE: 08/08/2019	REVISED:
SCALE: 1" = 50'	
APPROVED BY: -	
JOB NO. 1807711-21142	
DRAWN BY: JCT	



EXHIBIT OF:
PROPOSED ACCESS EASEMENT # 3:



13
OWNER: FELCOR MYRTLE KINGSTON
HOTEL LLC
APN: 39308020002
DOCUMENT: DEED BOOK 3756, PAGE 1538

THIS IS NOT A SURVEY.



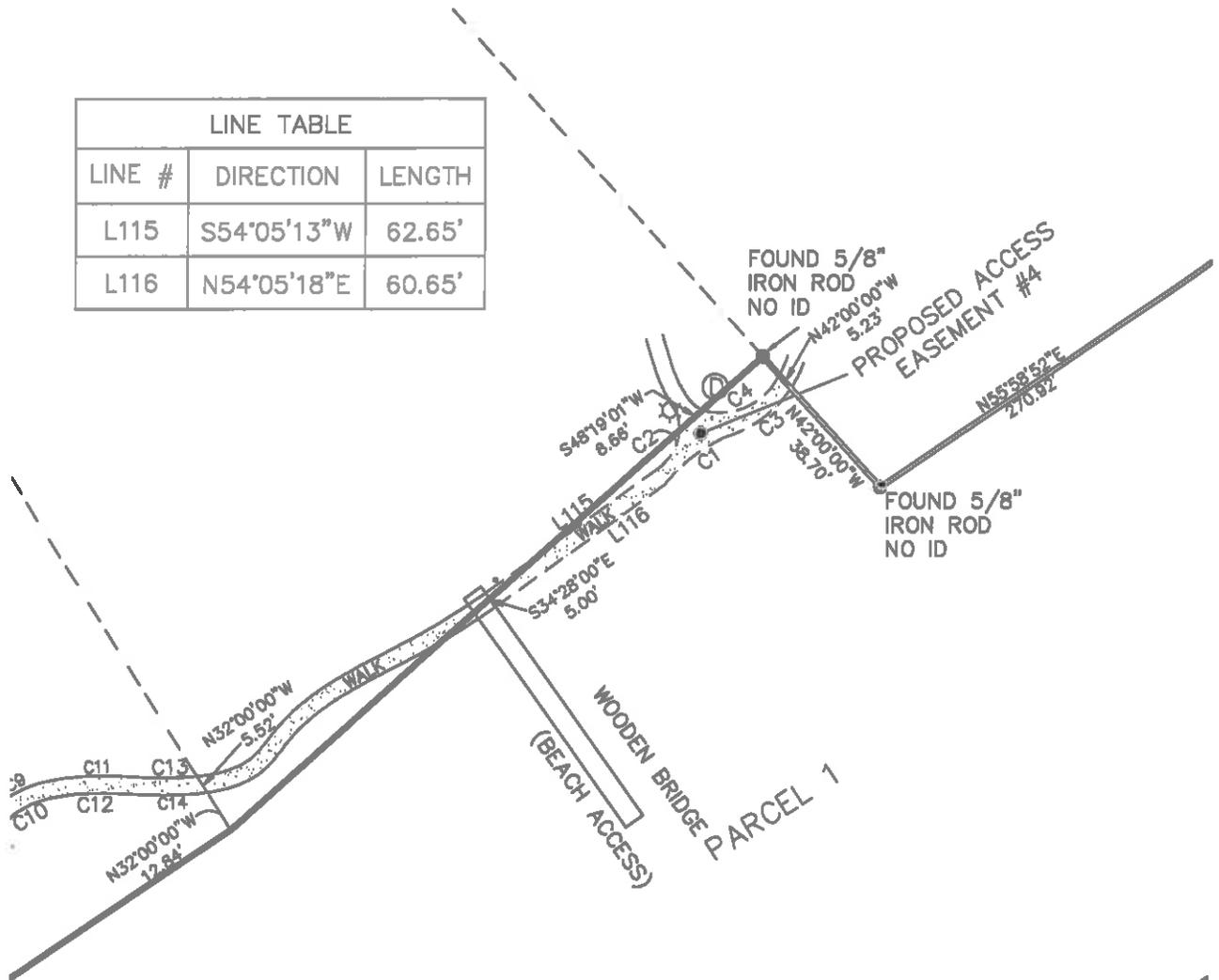
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EXHIBIT OF:
PROPOSED ACCESS EASEMENT # 4:

LINE TABLE		
LINE #	DIRECTION	LENGTH
L115	S54°05'13"W	62.65'
L116	N54°05'18"E	60.65'



CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	49.05'	25°59'54"	22.26'	22.07'	N51°15'50"E
C2	14.45'	49°44'42"	12.54'	12.15'	S27°43'53"W
C3	35.14'	40°21'48"	24.75'	24.24'	N53°42'40"E
C4	18.99'	80°58'06"	26.84'	24.66'	S65°22'02"W

SHEET 1 OF 2

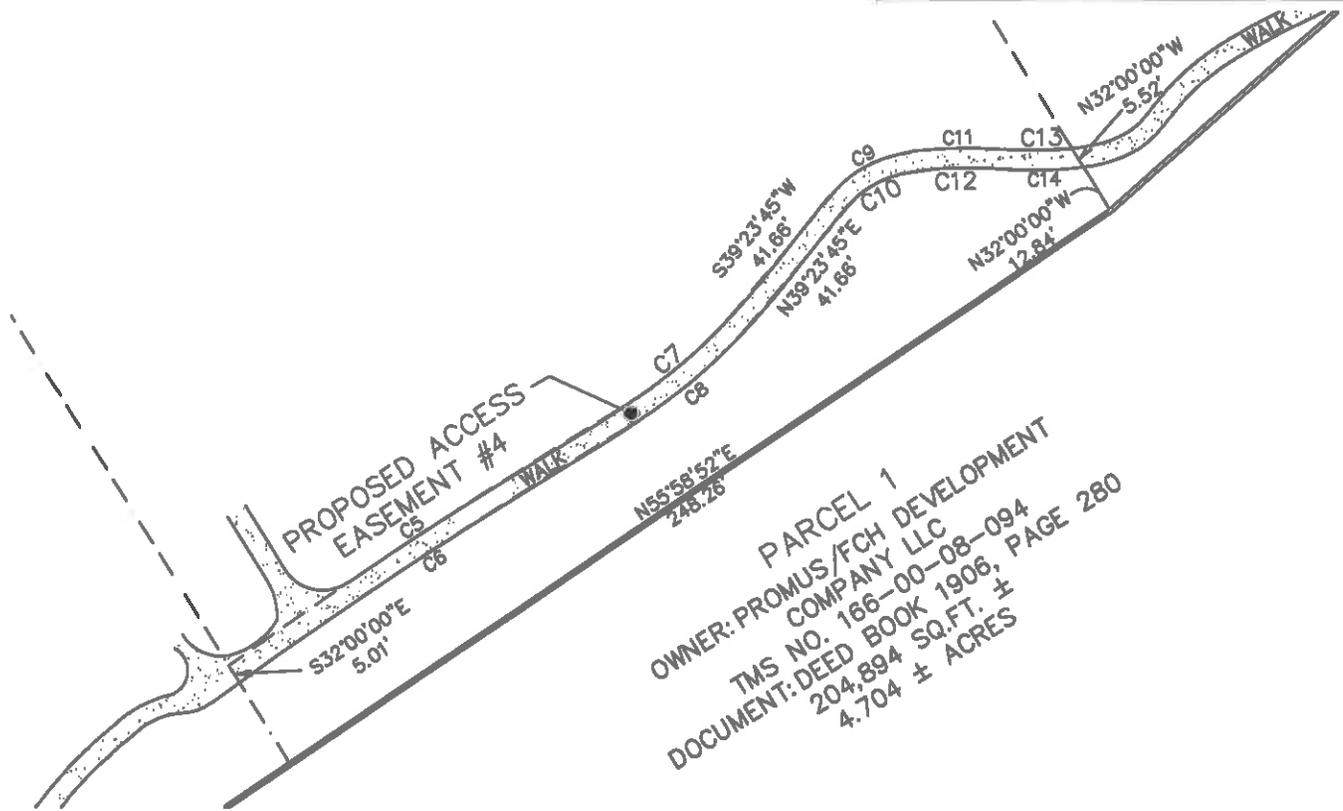
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JOB NO. 1807711-21142	
DRAWN BY: JCT	

EXHIBIT OF:
PROPOSED ACCESS EASEMENT # 4:



PARCEL 1
OWNER: PROMUS/FCH DEVELOPMENT
COMPANY LLC
TMS NO. 166-00-08-094
DOCUMENT: DEED BOOK 1906, PAGE 280
204,894 SQ.FT. ±
4.704 ± ACRES

CURVE DATA

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C5	1425.59'	4°38'38"	115.54'	115.51'	S56°39'09"W
C6	1420.59'	4°38'38"	115.14'	115.11'	N56°39'09"E
C7	115.03'	19°11'46"	38.54'	38.36'	S50°45'18"W
C8	120.03'	19°11'46"	40.22'	40.03'	N50°45'18"E
C9	26.68'	36°54'08"	17.18'	16.89'	S60°59'19"W
C10	21.68'	36°54'08"	13.96'	13.72'	N60°59'19"E
C11	91.65'	18°25'55"	29.48'	29.36'	S87°30'13"W
C12	86.65'	18°25'55"	27.88'	27.76'	N87°30'13"E
C13	104.22'	8°24'20"	15.29'	15.28'	S88°42'05"W
C14	109.22'	9°42'21"	18.50'	18.48'	N88°03'05"E

SHEET 2 OF 2

DATE: 06/06/2019	REVISED:
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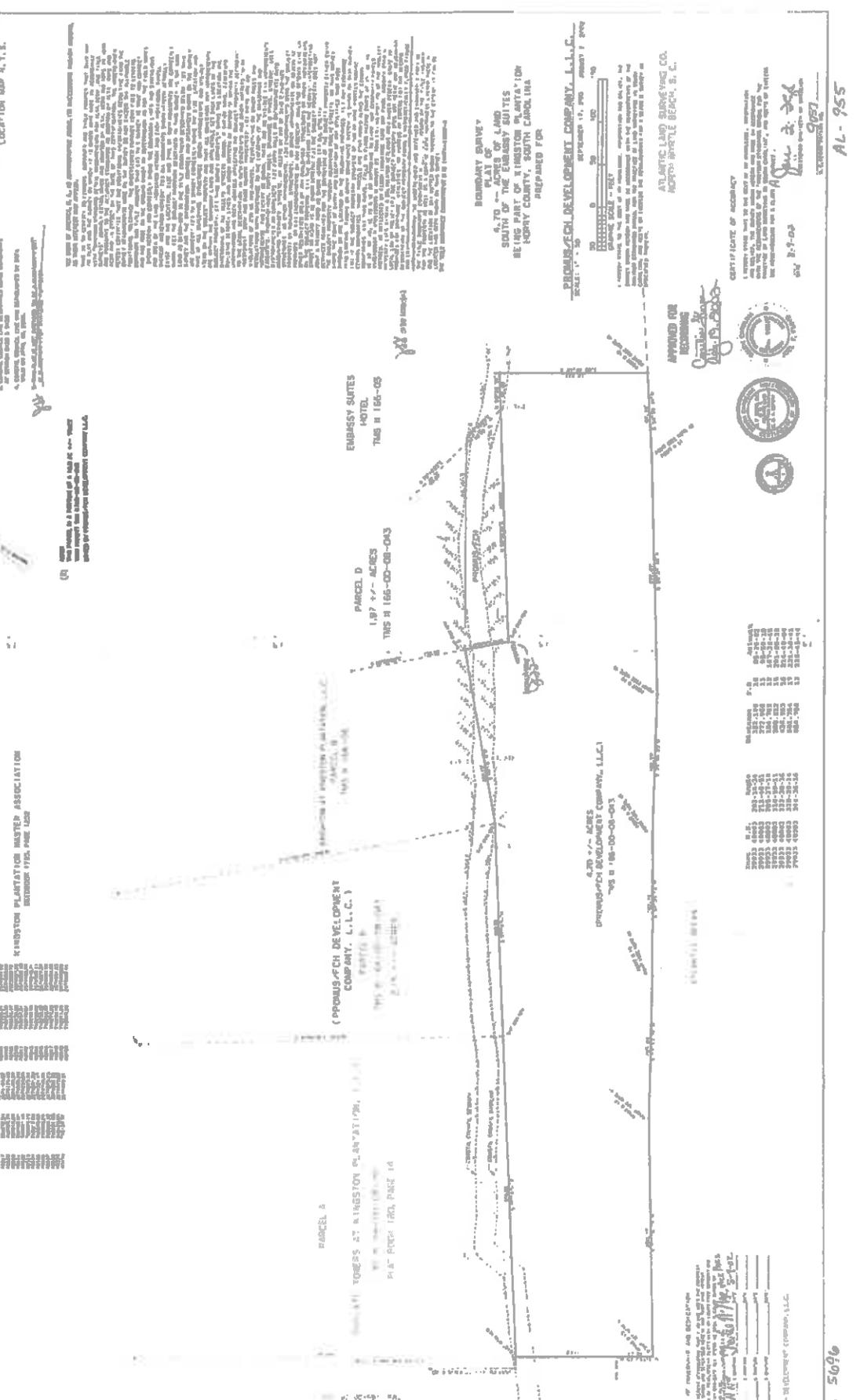
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55/181



PROPERTY DESCRIPTION: A certain parcel of land... (Detailed description of the property and its location relative to other landmarks.)

APPROVED FOR RECORDING: [Signature]



PROGRESS DEVELOPMENT COMPANY, L.L.C. 1.87 +/- ACRES TMS R 168-00-08-043

PROGRESS DEVELOPMENT COMPANY, L.L.C. 1.87 +/- ACRES TMS R 168-00-08-043

APPROVED FOR RECORDING: [Signature]

APPROVED FOR RECORDING: [Signature]