



hereinafter set forth, an exclusive, perpetual, transmissible, commercial easement for purposes of accessing and using the Easement Area and of maintaining, repairing, and replacing the current surface parking area located with the Easement Area, over, upon and across a portion of the Burdened Property.

(b) Right to Maintain and Replace. Association shall have the right to maintain, repair and replace the current surface parking area within the Easement Area, provided Association fully complies with all applicable local, state and federal regulations. The Association shall not have the right to construct any buildings or other improvements within the Easement Area without the prior written approval of Grantor which may not be unreasonably withheld by the Grantor.

(c) Costs for Easements. The Association shall be solely responsible for all costs and expenses incurred in connection with construction, maintenance and repair of improved parking spaces located within the Easement Area. 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 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, with any improvements thereon, situate, lying and being in Little River Township in the County of Horry, State of South Carolina, being more particularly shown and designated as containing 9.81 acres, more or less, on a plat by Atlantic Land Surveying Co. dated September 24, 2008 entitled, "Plat of a portion of Kingston Plantation Prepared for Felcor Lodging Limited Partnership" and recorded on October 26, 2008 in Plat Book 241 at Page 1, 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 by Felcor Lodging Limited Partnership, a Delaware limited partnership, to Felcor Myrtle Kingston Hotel, L.L.C., a Delaware limited liability company, by deed dated August 15, 2014 and recorded August 19, 2014 in Book 3756 at Page 1538 in the Office of the Horry County Register of Deeds and the property conveyed to Felcor Lodging Limited Partnership by Kingston Plantation Master Association, Inc. dated October 16, 2008 and recorded October 16, 2008 in Book 3368 at Page 2030 in the Horry County Register of Deeds.

TMS No. 166-00-08-137

**EXHIBIT B**

**Plat of Easement Area**

**See attached.**

EXHIBIT B - EASEMENT AREA

**13**  
OWNER: KINGSTON PLANT MASTER ASSOC INC.  
APNs: 1680000024  
DOCUMENT: DEED BOOK 2227, PAGE 823



