

2001-2353

BKG 390PG257

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) LEASE

THIS LEASE is made and executed on the 12th day of October, 2001, by and between PETERS POINT TRUST (hereinafter referred to as "Landlord"), and the SPARTINA BAY PLANTATION PROPERTY OWNERS ASSOCIATION, INC., (hereinafter referred to as "Tenant").

SECTION ONE

DEMISE

Landlord leases to Tenant the property more particularly described on Exhibit "A" attached hereto and incorporated herein, located on Edisto Island, County of Charleston, State of South Carolina.

SECTION TWO

TERM

The term of this Lease shall be ninety nine (99) years and shall commence as of the 1st day of October, 2001, and shall continue through the last day of September, 2100. The Tenant may have this Lease recorded if it so desires.

SECTION THREE

TRIPLE NET LEASE

Tenant shall pay all utilities, maintenance, taxes, insurance, liability insurance, and any and all expenses incurred on behalf of the property. This is a triple net lease.

SECTION FOUR

RENT

EXHIBIT "E"

*recorded
12/7/01*

a. Tenant shall pay to Landlord for the demised premises a rent in the amount of Ten and 00/100 (\$10.00) Dollars per year, which rent shall be due and payable on the first day of January each year.

b. As additional rent the Tenant shall pay for all property taxes, and special assessments against the property for both the real and personal property located thereon. This includes the common dock attached to the property. The leased property is presently taxed as a part of a larger tract of land. The Tenant shall pay to the Landlord a sum of 25% of the total tax bill for said parcel. If the Landlord or its successors or assigns construct improvements on the larger parcel the percentages shall be adjusted based upon values of the property.

SECTION FIVE

USE OF PREMISES

The demised premises may be used by the Tenant for the purpose of access to the common dock for the Class "A" members. The dock is attached to subject property and owned by the Trust. The Tenant may make improvements as needed to support the common dock. Tenant further agrees that it will not engage in any unlawful or illegal activity, nor allow or suffer any activity upon the premises, creating a hazard to subject property or tending to cause a breach of the peace. Tenant shall at all times keep the premises in a neat and orderly maintained manner, free of trash, debris, rubbish and the emission of odors or gases. Landlord shall have the right, upon giving Tenant reasonable notice, to inspect the premises for such purpose.

SECTION FIVE

UTILITIES

Tenant shall pay all cost of utilities, to include electricity, gas, water and telephone, for the adjacent dock during the period of the lease or any improvements added to the property.

SECTION SIX

DEFAULT

If Tenant shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on its part to be observed, kept, or performed, and such default shall

continue for a period of thirty (30) days after written notice from Landlord setting forth the nature of Tenant's default, then and in any such event, Landlord shall have the right at its option without forthwith to terminate this Lease and all rights of the Tenant thereunder shall cease, and the Landlord shall have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Landlord's original estate, without incurring any liability to Tenant or to any person occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

SECTION SEVEN

QUIET ENJOYMENT

Landlord covenants that Tenant upon performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said leased premises for the terms aforesaid subject to revisions thereof.

SECTION EIGHT

MAINTENANCE AND UPKEEP

Tenant hereby accepts the dock on the demised property "as it exists" without any warranties, obligation, or commitments on behalf of Landlord. Tenant further agrees to be fully responsible for all maintenance, upkeep, and improvements of the dock and grounds. Landlord shall not be responsible for any maintenance, cosmetically or structurally.

SECTION NINE

INDEMNIFICATION & INSURANCE

(a) Tenant agrees to indemnify and save harmless the Landlord from any claim or loss by reason of an accident or damage to any person or property happening on or about the demised premises.

(b) Tenant further agrees to carry, and will furnish to the Landlord a certificate of insurance prior to occupancy on the demised premises, at its expense, providing public liability insurance coverage, with a contractual liability endorsement on the policy, in a company qualified to transact business in the State of South Carolina, in which the demised premises are located, stipulating limits of liability of not less than One Million and 00/100 (\$1,000,000.00) Dollars for an accident affecting any one or more persons and Fifty Thousand and No/100 (\$50,000.00) Dollars property damage. The certificate of such coverage from the insurer must provide for thirty (30) days' notice to Landlord prior to cancellation or termination.

SECTION TEN

GENERAL PROVISIONS

(a) All signs placed on said premises shall be subject to the approval of the Landlord.

(b) This Lease and all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of both parties hereto in like manner as if each had been enumerated in every instance in which said parties are mentioned herein.

(c) If the said premises shall be destroyed by fire, elements of unavoidable casualty, totally or partially, either party may terminate this Lease by notice in writing to the other.

(d) If the Tenant dissolves, becomes inactive, or is no longer an operative property owners association, the lease shall be automatically null and void and occupancy of the property shall revert back to the Landlord. If the Tenant votes to abandon the dock as provided in the Restrictive Covenants, then this lease shall be null and void.

(THIS SPACE INTENTIONALLY LEFT BLANK)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

The foregoing instrument was acknowledged by me this 12th day of October by N. C. Boykin as Substitute Trustee Peters Point Trust and N. C. Boykin as President of the Spartina Bay Plantation Property Owners Association, Inc.

Charlotte D. Nole (SEAL)
Notary Public for South Carolina

My Commission Expires: 5/21/02

EXHIBIT "A"

TRACT 1: All that certain piece, parcel or strip of land situate, lying and being on Edisto Island in the County of Charleston, State of South Carolina, being shown and designated as "25' DOCK INGRESS/EGRESS EASEMENT" on a plat prepared by Jerry L. Fowler, RLS #15178, entitled "A BOUNDARY SURVEY OF 4.31 ACRES TMS 025-00-00-038 SURVEYED FOR: STORE CREEK TRUST" dated September 17, 2001, and recorded in the RMC Office for Charleston County in Plat Book DD at Page 27, said strip having such size, shape, dimensions, buttings and boundings as by reference to said plat will more fully, and at large appear.

TRACT 2: All that certain piece, parcel or tract of marshland situate, lying and being on Edisto Island in the County of Charleston, State of South Carolina, being shown and designated as "2.95 ACRES MARSH" on a plat prepared by Jerry L. Fowler, RLS #15178, entitled "A BOUNDARY SURVEY OF 4.31 ACRES TMS 025-00-00-038 SURVEYED FOR: STORE CREEK TRUST" dated September 17, 2001, and recorded in the RMC Office for Charleston County in Plat Book DD at Page 27, said tract of marshland having such size, shape, dimensions, buttings and boundings as by reference to said plat will more fully and at large appear.