

23280

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ANDERSON-HERRING PARTNERSHIP, a South Carolina general partnership qualified to transact business in South Carolina, with a street address of 699 Broad Street, Augusta, Georgia 30903 (hereinafter called "Anderson") is the owner of three parcels of land identified as parcels B, C and D situated at the southeasterly corner of the intersection of U.S. Highway 29 and S.C. Highway 28 (BYPASS), in the city of Anderson, Anderson County, South Carolina, as more particularly described on Exhibit "1" attached hereto and by this reference made a part hereof;

WHEREAS, South Carolina National Bank, as Trustee under of Trust B under Revocable Trust Agreement with J. Crate Herring dated Feb. 21, 1978 ~~the will of J. C. Herring~~ as qualified to transact business in South Carolina with a street address of 100 North Murray Avenue, Anderson, South Carolina 29621 (hereinafter called "Declarant") is owner of parcel A as described in Exhibit "1";

WHEREAS, the parcels described in Exhibit "1" (collectively the "Property") include Parcels A and D (the "Outparcels"), B (the "W. D. Parcel") and C (the "Adjacent Parcel") as depicted on Exhibit "2" attached hereto (the "Site Plan") and by this reference made a part hereof, which will comprise the main shopping center, an adjacent parcel and two outparcels to be developed by their respective owners, as further described below; and

WHEREAS, Declarant and Anderson intend to develop the Property as a commercial shopping center, under the terms of a Development Agreement between Anderson and Winn-Dixie, including a retail supermarket for Winn-Dixie Greenville, Inc., a Florida corporation qualified to transact business in South Carolina, (hereinafter called "Winn-Dixie") and to sell the W. D. Parcel to Winn-Dixie; and



This instrument was prepared by
Ronald D. Peterson, Attorney at Law
whose address is 200 S. Main Street
Columbia, South Carolina 29205

WHEREAS, Anderson and Declarant wish to provide for the development of the W. D. Parcel, the Adjacent Parcel and the Outparcels as a unified shopping center; and

WHEREAS, Anderson and Declarant desire to declare, establish, grant and provide for the benefit of: (1) Anderson and Declarant and any subsequent owners now or hereafter of all or any portion of each of the parcels and the respective heirs, legal representatives, successors and assigns of all of them entitled to all or any portions of each of the parcels (hereinafter collectively called "Owners"); and also for the benefit of: (2) Winn-Dixie; (3) the holder or holders of any first mortgage or similar security instrument hereafter constituting a lien against all or any portion of each of the parcels (hereinafter collectively called "Lenders"); and (4) the tenants and occupants from time to time of any of the commercial buildings constructed within the building areas on any of such parcels, their employees, successors and assigns, customers and invitees (hereinafter collectively called "Beneficiaries"); certain restrictions, rights, obligations, easements and licenses to run with the title to the said parcels to the end that a mutually beneficial building plan, automobile parking plan and a compatible plan for the arrangement and design of the improvements and permitted uses thereof in the shopping center will be established covering the composite parcels hereinabove described; and

WHEREAS, the establishment of the restrictions, rights, privileges and easements hereby created is a material inducement to Winn-Dixie to purchase or lease land in the shopping center.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to Declarant, Anderson, Winn-Dixie and Beneficiaries hereunder, the Declarant, for itself, its heirs and personal representatives, successors, grantees and assigns, does hereby declare and provide as follows:

1. The shopping center shall be developed in accordance with the Site Plan entitled "Stakeout Plan Winn-Dixie, Anderson,

South Carolina" prepared by Gray Engineering Consultants, Inc., Greenville, South Carolina, dated June 7, 1991, last revised August 7, 1991, with the buildings of like structural and architectural quality as the building to be constructed for Winn-Dixie, according to mutually acceptable plans and specifications therefore as provided below in this declaration. The buildings shall not exceed one story nor 25 feet in height and shall be located and set back as shown on said site plan. The only signs within the parcels shall be those advertising the businesses conducted in the shopping center, and their location and size shall be subject to approval by Anderson and Winn-Dixie, such consent not to be unreasonably withheld provided that the signs are of a size and location so as to not unnecessarily obstruct view of the shopping center pylon signs or of the shopping center buildings. The initial development plan may be modified by Anderson and Declarant with the written consent of Winn-Dixie and Lenders as necessary or desirable to comply with building and land use regulations provided that the location of the building areas and set back lines shall not be changed without the written approval of Winn-Dixie and Lenders. The parties further acknowledge that the exact sizes of Parcels A and D may be altered by Declarant with the consent of Winn-Dixie, not to be unreasonably withheld, provided that such changes in the sizes do not materially interfere with view of the Winn-Dixie Store from the surrounding rights-of-way or with ingress, egress and parking within the overall shopping center as contemplated under the Site Plan.

2. Declarant establishes and creates for Declarant, Owners and Beneficiaries hereunder and does hereby give, grant and convey to each of the Declarant, Owners, and Beneficiaries, and to their respective employees, servants, agents, suppliers, customers and invitees, a mutual, reciprocal and non-exclusive easement, right, license and privilege of passage and use, both pedestrian and automotive, over, across and upon any and all portions of the said common facilities designed and constructed

for the purposes of ingress, egress and parking, and all said common facilities from time to time existing upon the above described parcels are hereby expressly reserved and set apart for such purposes, respectively. Declarant also hereby dedicates a mutual, reciprocal and non-exclusive easement for ingress and egress over parcels A, B, C and D described on Exhibit 1. Nothing herein is intended to nor shall be construed to be a dedication of the public use or to create any rights whatsoever for the benefit of the general public in the said parcels or the improvements constructed thereon.

3. Declarant does hereby establish and create for the benefit of the portions of the land described on Exhibit "1" to be improved with buildings within the designated areas (the "building areas") as shown on the Site Plan and for the benefit of Declarant, Owners and Beneficiaries hereunder and does hereby give, grant and convey to each and every Declarant, Owner and Beneficiary a mutual reciprocal and non-exclusive right and easement in, under, over, across, upon and through any and all portions of the common facilities for the installation, use, maintenance, repair and replacement of all utility lines, wires, pipes, conduits, sewers, lift stations, drainage lines and other utilities necessary to serve the building areas; provided, however, that no pipes, conduits, sewers, drainage lines or other utility apparatus shall be placed above the surface of the common facilities without the prior consent of Declarant, Owners and Beneficiaries, which said consent shall not be unreasonably withheld; and provided further, that any and all damage to the common facilities or Building Areas occasioned by such work shall be promptly repaired and restored at the sole cost and expense of the party causing such work to be performed.

4. Winn-Dixie shall, with exception of one convenience store not larger than 1,200 square feet of retail space located only upon Outparcel "A", have the exclusive right to operate a supermarket on the Property. No other portion or portions thereof shall be permitted to be occupied, sold or rented, directly

or indirectly, for occupancy as a supermarket, grocery store, meat, fish, fruit, vegetable, dairy products or frozen food market nor to keep in stock or sell for off-premises consumption any staple or fancy groceries, except the sale of such items is not to exceed the lesser of 500 square feet of sales area or 10% of the square foot area of any storeroom located thereon as an incidental only to the conduct of another business without the prior written consent of Winn-Dixie.

Only retail and service shops shall be allowed to operate on the Property, it being intended that no offices, schools, spa, bowling alley, skating rink, bingo parlor, or health or recreational and entertainment-type activities shall be permitted thereon, nor carnivals, fairs, shows or sales by merchants utilizing vehicles or booths. Notwithstanding the foregoing, business, professional offices or banking facilities of a type as typically found in retail shopping centers may be located in shops in the main portion of the shopping center as generally shown on the Site Plan at least 100 feet east of the initial building for Winn-Dixie to be constructed on the W. D. Parcel (the "W. D. Building") or on the Outparcel. No other such business and professional offices may be located in the other building pads or in the other areas of the shopping center without the prior written consent of Winn-Dixie. Winn-Dixie shall also have the exclusive right to sell beer and wine on the Property with exception of the convenience store of not more than 1,200 sq. ft. of retail space on Outparcel "A". The provisions of this Article 4 are for the benefit of Winn-Dixie and may be revised, waived or modified by Declarant only with the consent of Winn-Dixie.

The Declarant, Winn-Dixie and Beneficiaries agrees that any building which may be erected on the parcel of land described as Parcel, "A" (0.76 acres) shall be restricted to one story (a maximum of twenty-five (25') feet vertical height measured from ground level) in height and shall not exceed in building square footage 5,000 sq. ft. of the ground area square footage of the

outparcel. The remainder of land in the outparcel not used for such building construction shall be reserved for use as common facilities, which may be used only as vehicular parking areas, roadways, service areas (including covered fast-food or bank or gasoline pump service islands), drives, entranceways and exits and sidewalks, and other pedestrian ways and as landscaped and planting areas, but permitting those necessary appurtenances for such use including, without limitation, paving, light standards, curbing, directional signs, drainage facilities and underground facilities and pylon signs advertising the business or businesses conducted by the occupant(s) of commercial buildings on the Outparcel.

Provided that in event the owner or tenant of the parcel "A" shall erect a building or other structures for use as gasoline service station or convenience store combination facility on the Outparcel which shall be subject to the above limitations.

No portion of parcel "A" shall be permitted to be occupied or to be leased or rented, or sold, directly or indirectly, for occupancy as a supermarket, grocery store, meat, fish, fruit or vegetable market or for any business dealing in or which shall keep in stock or sell for off-premises consumption, any staple or fancy groceries, meats, fish, vegetables, fruits, bakery goods or frozen foods without the permission of Winn-Dixie; except the sale of such items as an incidental only to the conduct of a gasoline station, convenience store business, and the sale by restaurant operations of prepared, ready-to-eat food items, either for consumption on or off the premises, shall not be deemed a violation hereof.

5. The parties acknowledge that the Winn-Dixie Building and portions of Anders' other buildings on the Adjacent Parcel may have their outer edges of foundations, walls and other structural components abutting each other on or near portions of the boundary lines between the parcels. For the mutual benefit of the owners of both parcels, there is hereby granted a mutual support and construction easement between the parcels whereby

each parcel shall have an easement for lateral support from the other parcel. In addition, there is hereby granted a mutual encroachment easement within one foot of the common boundary between the W.D. Parcel ("B") and the Adjacent Parcel ("C") in the event of inadvertent encroachment of improvements from one parcel to the other parcel. The provision contained in the preceding sentence shall not in itself prohibit the obtaining of injunctive relief to prevent the encroachment prior to its construction. The Owners and Beneficiaries shall not undertake activities on or make improvements to their respective parcels which would in any way diminish, alter or impair the structural integrity of improvements on the other parties' parcels and shall have an easement to come upon the other parcel when necessary to construct, maintain and repair their improvements, and in the event of damage or destruction of their improvements, to reconstruct and restore their improvements; provided, however, such maintenance, repairs, reconstruction and restoration shall be undertaken and completed in such a way not to unreasonably interrupt or interfere with or detract from the use, operation or quiet enjoyment of the burdened parcel.

6. Anderson shall operate and maintain all of the common areas within the Adjacent Parcel ("C") and the W.D. Parcel ("B") for and during the term hereof, including all the improvements, ramps, sidewalks, streets, entranceways, malls, parking areas, service areas, driveways and related improvements outside of the building areas, providing therefor all such services as are reasonably required, including, but without limitation, cleaning and sweeping, lighting (except as described below), policing if necessary, security, general repair and maintenance of all paved surfaces, repainting and restriping of the driveways, entrances and parking area, watering and maintenance of landscaped areas and repair and replacement of such common area facilities as necessary to maintain the first class image of the shopping center. The parking areas shall be lighted from dusk until at least 10:00 P.M.

Anderson shall have the right to erect, and if erected to maintain and replace, as necessary, a pylon sign and base located adjacent to U.S. Highway 29 in the location shown on Exhibit "2" and if such pylon sign is erected, shall operate such pylon sign in a first class manner to advertise the existence of the shopping center. Winn-Dixie shall have the right to place and maintain its electrically illuminated sign panels on the pylon and a separate power supply for the Winn-Dixie panels shall be provided by Winn-Dixie at the pylon location with a similar arrangement made for any other sign panels which Declarant may, in its sole discretion, permit to be affixed to the pylon. In event Winn-Dixie elects to participate in the pylon Winn-Dixie agrees to contribute its pro-rata share of the construction cost of the pylon and base, and to contribute its pro-rata share of the continuing maintenance thereof.

The owner of the W. D. Parcel shall have the continuing right to erect a pylon base and sign on its parcel in the location along S.C. Highway 28 (Bypass) shown on Exhibit 2 hereto for its exclusive use, provided that the owner of the W. D. Parcel shall maintain the pylon base and sign panels in reasonably good condition at its sole cost.

For the services of Declarant in maintaining the common areas of the easements as described on Parcels A, B, C and D, Declarant may charge each owner such owners's prorata share of the cost thereof or such other amount as may be agreed. In the event of a sale of one or more parcels within the shopping center, each successive owner shall pay to Declarant its prorata share of the cost of such common area maintenance as documented to such owner, based upon the common area operating cost as actually paid (excluding overhead and similar administrative charges of such owner, unless otherwise agreed in writing), prorated upon the ratio that the square footage of its building from time to time bears to the sum of the square footage of all of the buildings existing from time to time on the W. D. Parcel and the Adjacent Parcel.

The Declarant may bill the owners quarterly on an estimated basis for their prorata share of such expenses, adjusted annually, with such annual adjustment billing made not later than June 1 of each year, with the adjusted billing supported by and accompanied by appropriate detailed documentation. Such amount shall be due and payable within thirty (30) days from receipt of the billings and supporting detailed documentation as reasonably requested. Declarant shall maintain, and such owners participating in the cost thereof shall have the right to inspect through their designated agents, all receipts, cancelled checks and other records of the payments and charges reflected in the billings, with such records to be maintained for a period of not less than one (1) year after each billing to the participating owner, with such audit to be conducted as not to unreasonably interfere with the business of the Declarant, at the expense of such owner requesting audit. The owner of the W. D. Parcel shall have the right to carry out the maintenance and repair responsibility within Adjacent Parcel if Anderson fails to have such maintenance performed to the reasonable satisfaction of such owner to maintain the common areas within the Adjacent Parcel to a level of a first class shopping center.

The owners of each of the W. D. Parcel and the Adjacent Parcel shall maintain public liability insurance on the affected common facilities with a company qualified to transact business in South Carolina with limits of not less than \$1,000,000.00 for an accident affecting any one person, not less than \$1,000,000.00 for accidents affecting more than one person, and \$100,000.00 for property damage. The owner or tenant of the W. D. Parcel shall have the option to provide such insurance at its own expense as to the common areas of that parcel, or to self-insure such coverage so long as Winn-Dixie Stores, Inc. (the parent corporation of Winn-Dixie), shareholders' equity exceeds \$100,000,000.00.

In the event of fire or other casualty to buildings in the W. D. Parcel or the Adjacent Parcel, the buildings shall either

be restored to like structural and architectural quality as those initially constructed according to the approved plans and specifications, or shall be razed, and the rubble and debris removed, with the building areas continued as paved parking, grassed or landscaped area, and the common areas shall be maintained and restored as initially constructed to the extent necessary to maintain the minimum parking requirements of building codes.

The common area maintenance charges hereunder shall constitute a debt to the owner of the parcel carrying out such work secured by a lien upon the parcel or parcels served, which lien shall attach as of the date of filing for record a notice of such lien with the Clerk of the Circuit Court of Anderson County, South Carolina. Said lien shall be enforced by foreclosure or by other proceedings in equity or at law, and subject to the attorneys' fees provisions of Article 10 hereof, all of which costs shall be secured by such lien. The lien rights hereunder shall not preclude a suit at law on the debt without foreclosure of the lien, and the lien is and shall be subordinate and inferior to the lien of any mortgage, lease, encumbrance or easement recorded prior to the above-described attachment date of such lien. Upon request, the owner of the parcel performing the common area maintenance hereunder shall furnish a certificate showing the unpaid fees, if any, due against any of the other parcels affected thereby.

7. All buildings within the W. D. Parcel, the Outparcels and the Adjacent Parcel shall be furnished with a coordinated storm water management system (except that the owners of the Outparcels may be required to furnish all appropriate engineering studies of their storm water management to show that the existing system and adjoining properties will not be adversely affected), sewerage collection and water distribution systems, as provided in the initial plans for the main shopping center buildings as shown on the site plan. The common area expense as provided in Article 6 above shall include the cost of maintenance and furnishing of such services, including repair, maintenance and replacement of any sewage pumping station or the like.

8. The terms, covenants, conditions and restrictions hereof may be supplemented, extended, abrogated, modified, rescinded or amended in whole or in part only with the written consent of the then owners and Lenders, and during such time as Winn-Dixie, its successors and assigns, hold an interest in any portion of the shopping center as owner or tenant, with its written consent; but subject to such consent, Declarant, or its successor or successors in title, expressly reserve the right to extend, abrogate, modify, rescind or amend the covenants and restrictions herein by an instrument in writing duly executed by the appropriate parties in interest and duly recorded.

9. The terms, covenants, conditions and restrictions shall become effective on the date hereof and shall be binding upon all parties or persons claiming under them and shall run with the land. The restrictions and covenants shall run for a period ending one (1) year after all buildings within the Property shall have ceased to be used for commercial purposes. Notwithstanding the termination of the restrictions and covenants, the easements shall survive and be perpetual as to the common areas remaining from time to time and as reasonably necessary for the benefit of the then owners.

The easements, rights, privileges, restrictions and benefits created or granted under these restrictions and each provision hereof shall be enforceable by Anderson, Owners and Winn-Dixie hereunder by injunction or by specific performance and shall be deemed covenants running with the title to the said parcels so long as these restrictions (as the same may be amended from time to time) shall be in effect, as above provided. In any such action the prevailing party shall be entitled to be awarded its reasonable attorneys' fees, whether incurred at trial or on appeal, and to the extent such fees are not collected, shall be included as an item of common expense chargeable to the non-prevailing party and collectable set forth in Article 6 above. This instrument

shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Declarant, Owners and Beneficiaries as herein provided.

IN WITNESS WHEREOF, Declarant has executed these presents this 13 day of NOVEMBER, 1991.

Signed, sealed and delivered in the presence of:

ANDERSON-HERRING PARTNERSHIP, a South Carolina General Partnership, by its authorized general partners

By: BLANCHARD & CALHOUN COMMERCIAL CORPORATION

By: [Signature] Its President

Attest: [Signature] Its Secretary

(CORPORATE SEAL)

By: GRAYBILL AND ASSOCIATES, INC

By: [Signature] Its President

Attest: [Signature] Its Secretary

(CORPORATE SEAL)

DECLARANT

By: SOUTH CAROLINA NATIONAL BANK as Trustee under the will of J. C. Herring of Trust B under Revocable Trust Agreement with J. C. Herring dated Feb. 21, 1978

By: [Signature] Its Trust Officer

Attest: [Signature] Its Secretary

Allison E. Sullivan
Judy H. Lord

Allison E. Sullivan
Judy H. Lord

Will H. Miller
Melita M. Coxner

NOV 13 1 57 PM '91

ACKNOWLEDGMENT

STATE OF GA
COUNTY OF COLUMBIA

Personally appeared before me Allison Sullivan
who being duly sworn says that she saw the corporate seal of
BLANCHARD & CALHOUN COMMERCIAL CORPORATION, a Georgia corporation,
in its capacity as general partner of ANDERSON-HERRING PARTNER-
SHIP, a South Carolina General Partnership, affixed to the
foregoing instrument, and that she saw Victor J. Mills,
President, and William E. Hollingsworth, Secretary of
BLANCHARD & CALHOUN COMMERCIAL CORPORATION, both personally known
to deponent to be such officers of such corporation, respectively
sign and attest this instrument and deliver same for and on behalf
of such corporation, and the deponent, with
Judy H. Lord witnessed the execution and delivery
thereof as the act and deed of BLANCHARD & CALHOUN COMMERCIAL
CORPORATION.

Allison E. Sullivan

Sworn to and subscribed before me
this 14th day of November, 1991.
Judy H. Lord
Notary Public for Georgia - Columbia County
commission expires 12/4/92
(NOTARIAL SEAL)
PUBLIC
COLUMBIA COUNTY
GEORGIA

STATE OF GA
COUNTY OF COLUMBIA

Personally appeared before me Allison Sullivan,
who being duly sworn says that she saw the corporate seal of
GRAYBILL AND ASSOCIATES, INC., a Georgia corporation, in its
capacity as general partner of ANDERSON-HERRING PARTNERSHIP, a
South Carolina General Partnership, affixed to the foregoing
instrument, and that she saw Michael A. Graybill,
President, and Gayle D. Graybill, Secretary of GRAYBILL
AND ASSOCIATES, INC., both personally known to deponent to be such
officers of such corporation, respectively sign and attest this
instrument and deliver same for and on behalf of such corporation,
and the deponent, with Judy H. Lord witnessed the
execution and delivery thereof as the act and deed of GRAYBILL AND
ASSOCIATES, INC.

Allison E. Sullivan

Sworn to and subscribed before me
this 14th day of November, 1991.
Judy H. Lord
Notary Public for Georgia - Columbia County
commission expires 12/4/92
(NOTARIAL SEAL)
PUBLIC
COLUMBIA COUNTY
GEORGIA

STATE OF SOUTH CAROLINA, }
COUNTY OF ANDERSON. }

PROBATE

PERSONALLY APPEARED BEFORE ME Melita M. Comer and made oath that (s)he saw the within named SOUTH CAROLINA NATIONAL BANK AS TRUSTEE OF TRUST B UNDER REVOCABLE TRUST AGREEMENT WITH J. CRATE HERRING DATED FEBRUARY 21, 1978, BY: JOE MAC BATES, JR., ITS ASSISTANT VICE PRESIDENT AND TRUST OFFICER, sign, seal and as its act and deed, deliver the within written Instrument; and that (s)he with William H. Moorhead, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13TH
DAY OF NOVEMBER, A.D., 1991.

William H. Moorhead (SEAL)
Notary Public for S. C.

Melita M. Comer

My Commission Expires: 11-21-1993

Nov 15 1 57 PM '91
PUBLIC RECORD

EXHIBIT "1"

LEGAL DESCRIPTION PARCEL "A"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE LYING AND BEING NEAR THE CITY OF ANDERSON, ANDERSON COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) AND THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY #29, BEING THE POINT OF BEGINNING; THENCE COMMENCING ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 N 10 09'34" W A DISTANCE OF 32.86 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 124.14 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF U.S. HIGHWAY #29, S 59 04'06" E A DISTANCE OF 194.28 FEET TO A POINT; THENCE S 14 04'06" E A DISTANCE OF 35.36 FEET TO A POINT; THENCE S 30 55'54" W A DISTANCE OF 122.75 FEET TO A POINT; THENCE ALONG THE RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) N 59 04'06" W A DISTANCE OF 214.57 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) AND THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY #29, BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 0.76 ACRE.

EXHIBIT "1"

LEGAL DESCRIPTION PARCEL "B"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE LYING AND BEING NEAR THE CITY OF ANDERSON, ANDERSON COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) AND THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY #29; THENCE COMMENCING ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 N 10 09'34" W A DISTANCE OF 32.86 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 124.14 FEET TO A POINT; BEING THE POINT OF BEGINNING; THENCE N 38 44'59" E A DISTANCE OF 108.28 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 70.67 FEET TO A POINT; THENCE N 38 50'56" E A DISTANCE OF 58.27 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 S 59 04'06" E A DISTANCE OF 322.56 FEET TO A POINT; THENCE S 30 55'54" W A DISTANCE OF 70.00 FEET TO A POINT; THENCE S 59 04'06" E A DISTANCE OF 115.00 FEET TO A POINT; THENCE N 30 55'54" E A DISTANCE OF 145.00 FEET TO A POINT AT THE RIGHT-OF-WAY OF GREENTREE CIRCLE; THENCE ALONG THE RIGHT-OF-WAY OF GREENTREE CIRCLE S 22 30'47" E A DISTANCE OF 172.87 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF GREENTREE CIRCLE, S 22 30'47" E A DISTANCE OF 19.88 TO A POINT; THENCE S 23 17'28" E A DISTANCE OF 267.46 FEET TO A POINT; THENCE S 30 55'54" W A DISTANCE OF 160.00 FEET TO A POINT; THENCE S 12 19'16" E A DISTANCE OF 36.49 FEET TO A POINT AT THE RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS); THENCE ALONG THE RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) N 59 04'06" W A DISTANCE OF 316.07 FEET TO A POINT; THENCE N 59 04'06" W A DISTANCE OF 331.41 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) N 30 55'54" E A DISTANCE OF 122.75 FEET TO A POINT; THENCE N 14 04'06" W A DISTANCE OF 35.36 FEET TO A POINT; THENCE N 59 04'06" W A DISTANCE OF 194.28 FEET TO A POINT AT THE RIGHT-OF-WAY OF U.S. HIGHWAY #29, BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 5.87 ACRES.

EXHIBIT "1"

LEGAL DESCRIPTION PARCEL "C"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE LYING AND BEING NEAR THE CITY OF ANDERSON, ANDERSON COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) AND THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY #29; THENCE COMMENCING ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 N 10 09'34" W A DISTANCE OF 32.86 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 232.42 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 70.67 FEET TO A POINT; THENCE N 38 50'56" E A DISTANCE OF 58.27 FEET TO A POINT, BEING THE POINT OF BEGINNING; THENCE N 38 50'56" E A DISTANCE OF 31.85 FEET TO A POINT; THENCE N 38 50'56" E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 38 40'00" E A DISTANCE OF 59.82 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 S 51 20'00" E A DISTANCE OF 39.26 FEET TO A POINT; THENCE S 23 19'08" E A DISTANCE OF 174.41 FEET TO A POINT; THENCE N 66 44'31" E A DISTANCE OF 129.69 FEET TO A POINT; THENCE S 23 15'28" E A DISTANCE OF 78.05 FEET TO A POINT; THENCE S 24 20'37" E A DISTANCE OF 19.41 FEET TO A POINT AT THE RIGHT-OF-WAY OF GREENTREE CIRCLE; THENCE ALONG THE RIGHT-OF-WAY OF GREENTREE CIRCLE S 22 30'47" E A DISTANCE OF 91.85 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF GREENTREE CIRCLE, S 30 55'54" W A DISTANCE OF 145.00 FEET TO A POINT; THENCE N 59 04'06" W A DISTANCE OF 115.00 FEET TO A POINT; THENCE N 30 55'54" E A DISTANCE OF 70.00 FEET TO A POINT; THENCE N 59 04'06" W A DISTANCE OF 322.56 FEET TO A POINT AT THE RIGHT-OF-WAY OF U.S. HIGHWAY #29, BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1.55 ACRES.

EXHIBIT "1"

LEGAL DESCRIPTION PARCEL "D"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE LYING AND BEING NEAR THE CITY OF ANDERSON, ANDERSON COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

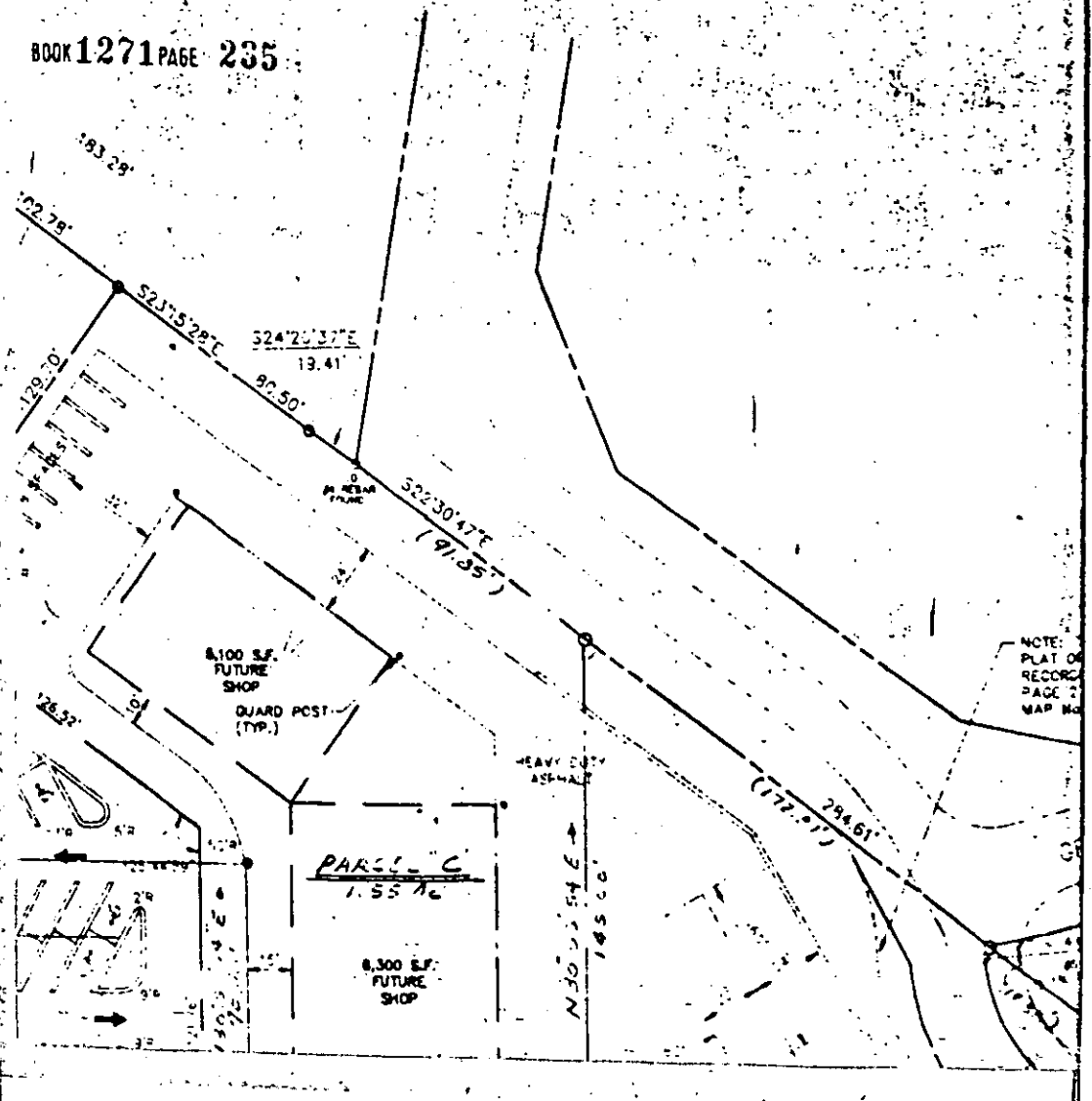
BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF S.C. HIGHWAY #28 (BYPASS) AND THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY #29; THENCE COMMENCING ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY #29 N 10 09'34" W A DISTANCE OF 32.86 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 232.42 FEET TO A POINT; THENCE N 38 44'59" E A DISTANCE OF 70.67 FEET TO A POINT; THENCE N 38 50'56" E A DISTANCE OF 90.12 FEET TO A POINT; THENCE N 38 50'56" E A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 38 40'00" E A DISTANCE OF 59.82 FEET TO A POINT, BEING THE POINT OF BEGINNING; THENCE N 38 40'00" A DISTANCE OF 167.75 FEET TO A POINT; THENCE LEAVING THE RIGHT-OF-WAY OF U.S. HIGHWAY #29, S 23 21'52" E A DISTANCE OF 185.22 FEET TO A POINT; THENCE S 23 15'28" E A DISTANCE OF 105.23 FEET; THENCE S 66 44'31" W A DISTANCE OF 129.69 FEET TO A POINT; THENCE N 23 19'08" W A DISTANCE OF 174.41 FEET TO A POINT; THENCE N 51 20'00" W A DISTANCE OF 39.26 FEET TO A POINT AT THE RIGHT-OF-WAY OF U.S. HIGHWAY #29, BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 0.76 ACRE.

FILED FOR RECORD
NOV 13 1 57 PM '91

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BOOK 1271 PAGE 235



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BOOK 1271 PAGE 236

NOTE: THIS LINE SHOWN ON
PLAT OF LYONSWOOD S.D.
RECORDED IN PLAT BK. 65,
PAGE 27 AND ALSO ON TAX
MAP No. 124-18

GREENTREE CIRCLE 50' R/W

4-46-12
R = 48°51'51"
R = 67°00'
R = 25°00'
R = 12°00'

ENTERED ASPHALT
PAYMENT

LOT 13

BOOK 1271 PAGE 237

BOOK 1271 PAGE 237

WINN-DIXIE

PRESENT

BLDG. S.F.	PARKING SPACES	RATIO
35,000	304	8.7

FUTURE

BLDG. S.F.	PARKING SPACES	RATIO
45,500	305	6.7

SHOPPING CENTER

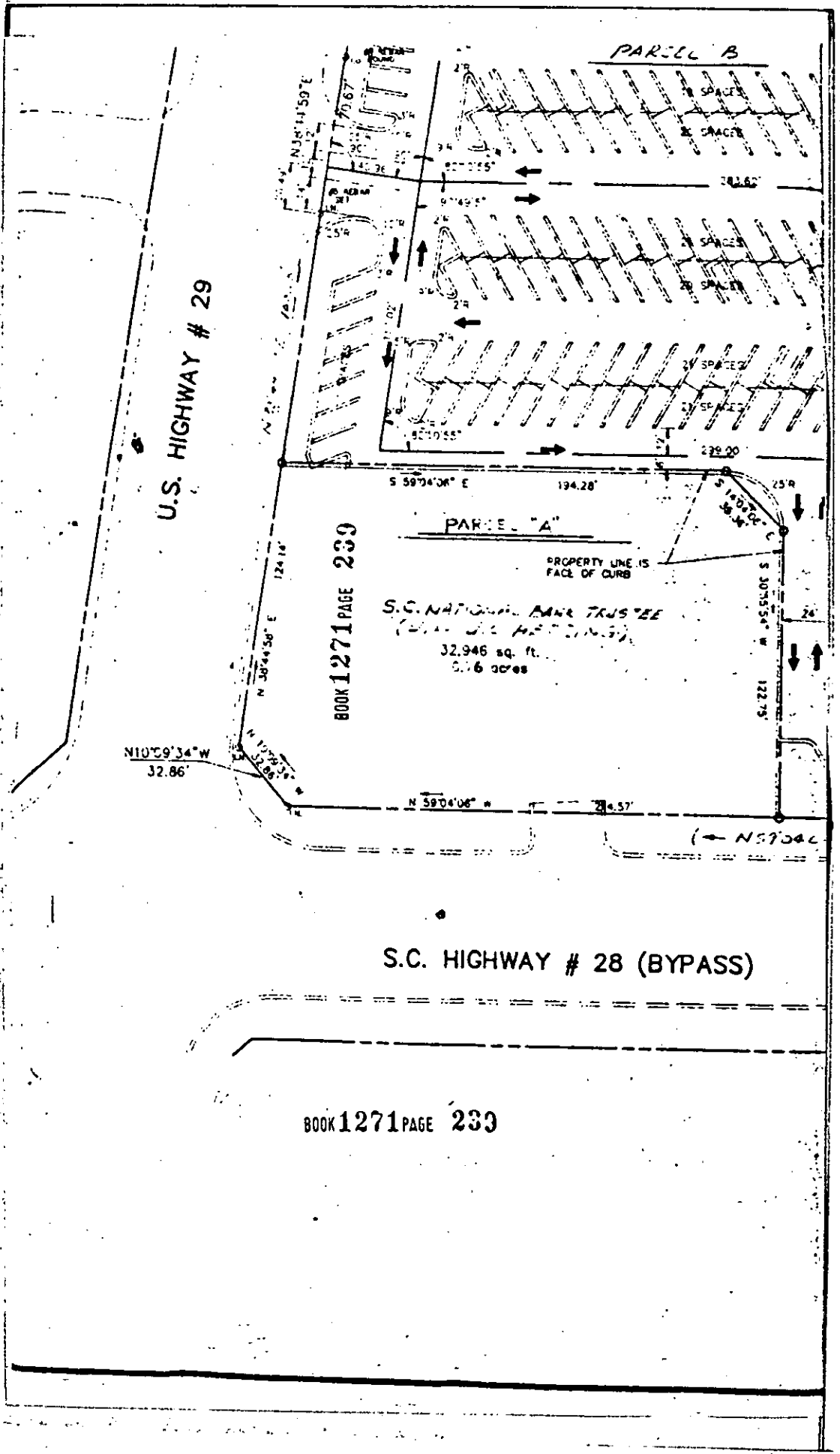
PRESENT

BLDG. S.F.	PARKING SPACES	RATIO
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BOOK 1271 PAGE 238

OUT- PARCEL
DAYTON & ASSOCIATES 1981

BOOK 1271 PAGE 238



U.S. HIGHWAY # 29

PARCEL B

BOOK 1271 PAGE 233

PARCEL "A"

S.C. NATIONAL BANK TRUSTEE
(BY JAMES H. HARRISON)
32,946 sq. ft.
0.76 acres

PROPERTY LINE IS
FACE OF CURB

S.C. HIGHWAY # 28 (BYPASS)

BOOK 1271 PAGE 233

N10°09'34"W
32.86'

N 38°45'58" E
124.12'

N 59°04'06" W
24.57'

S 30°53'41" W
122.75'

S 59°04'06" E
194.28'

239.20'

25R

26

(← N57°04'06" W)

N 18°11'59" E
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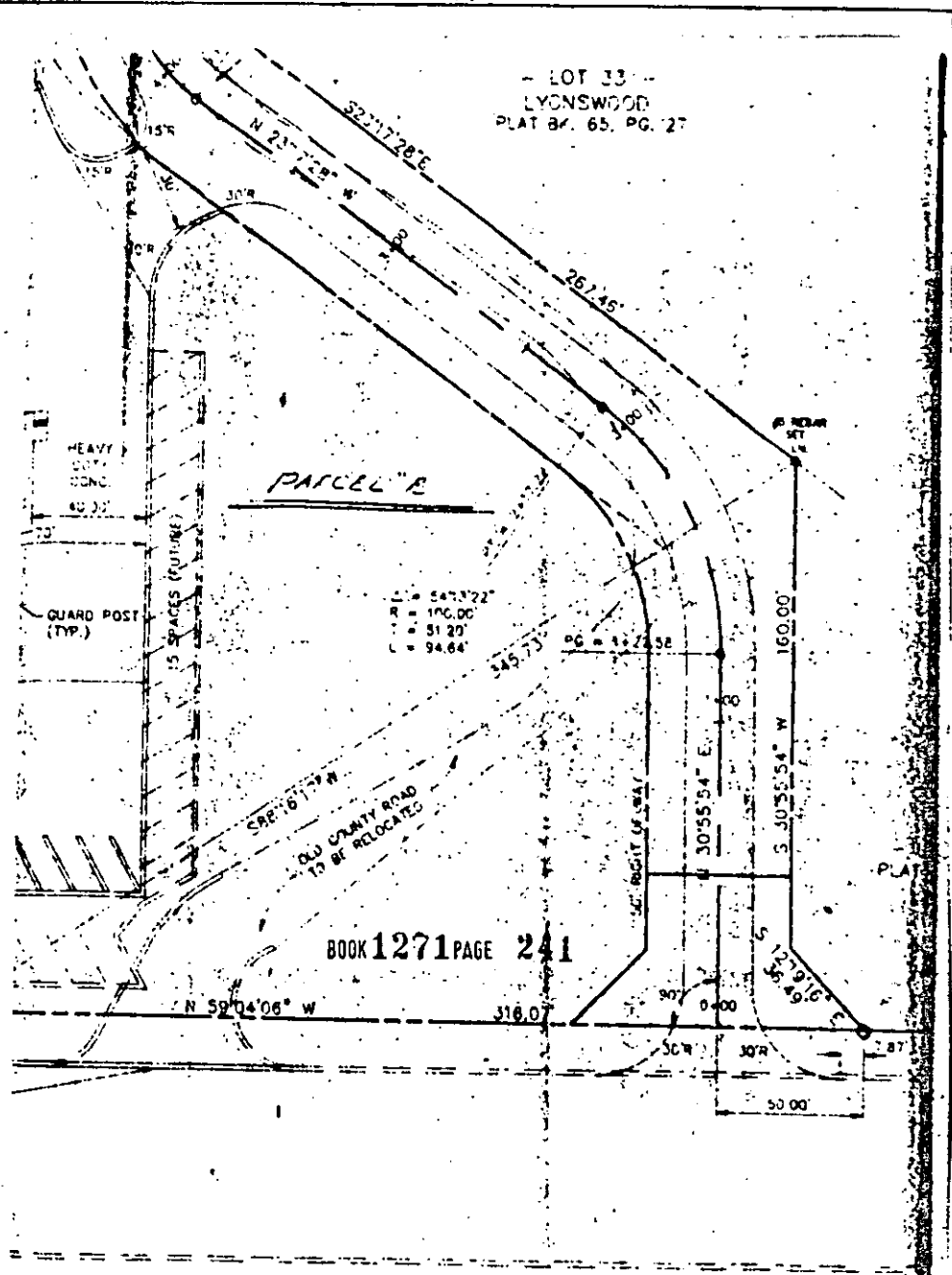
73.67'

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73.67'

- LOT 33 -
LYONSWOOD
PLAT BY. 65, PG. 27



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BOOK 1271 PAGE 241

FOR ANY ADDITIONAL INFORMATION CONCERNING THIS PROJECT PLEASE CONTACT:

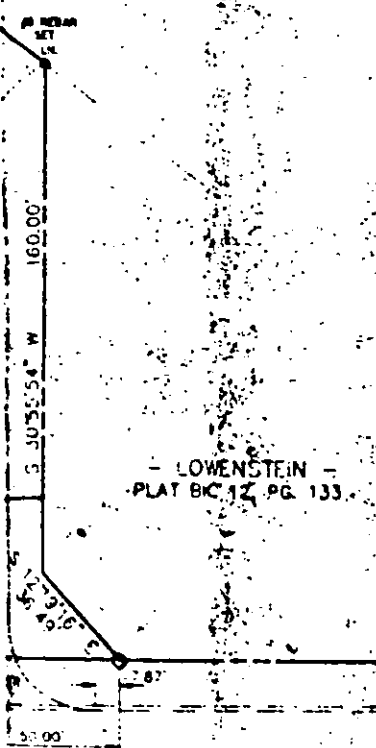
FILE NO.	NO.	DATE	BY	REVISION
D.P. 2-25-91	B	2/11/91	Zac	ADDED PARCEL 'E'
	A	8/11/91	R.O.G.	ISSUED FOR REVIEW AND APPROVAL

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BLDG. S.F. 35,000 PARKING SPACES 304 RATIO 8.7

FUTURE
BLDG. S.F. 56,900 PARKING SPACES 304 RATIO 5.3

SITE AREA = 8.34 AC.



BOOK 1271 PAGE 242

LOWENSTEIN -
PLAT BC 12 PG. 133

RECEIVED

AUG 7 1991

GRAY ENGINEERING
CONSULTANTS

RECORDED THIS 15 DAY
OF 7th A.D. 1991
IN VOL 271 PAGE 215
AT 1:57 P.M.
Linda DeStefano C.C.C.P.
ANDERSON COUNTY, S.C.



Ronald O. Gray

REVISION CONCERNING OBJECT:	STAKEOUT PLAN	DATE 8/7/91
	WNN-DIXIE	SCALE 1" = 40'
	BOOK 1271 PAGE 242	DRAWN BY R.S.
	ANDERSON SOUTH CAROLINA	CHECKED BY J.H.S.
REVIEW AND APPROVAL	GRAY ENGINEERING CONSULTANTS, INC. 132 PILGRIM ROAD GREENVILLE, SOUTH CAROLINA 29607 PHONE: (803) 297-3027	PROJECT NO. #1042
REVISION		SHEET NO. CV-1 SHEET OF