

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***

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**\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\***

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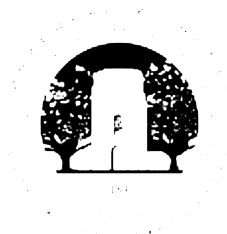
|                 |                                     |   |
|-----------------|-------------------------------------|---|
| Instrument #:   | 2026001505                          |   |
| Receipt Number: | 221220                              | Return To:                                  |
| Recorded As:    | EREC-EASEMENT WITH<br>CONSIDERATION |   |
| Recorded On:    | January 22, 2026                    |   |
| Recorded At:    | 11:45:33 AM                         | Received From: SIMPLIFILE                   |
| Recorded By:    | NW                                  | Parties:                                    |
| Book/Page:      | RB 16362: 253 - 258                 | Direct- KLLB AIV LLC                        |
| Total Pages:    | 6                                   | Indirect- DORCHESTER COUNTY WATER AUTHORITY |

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**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

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Recording Fee: \$25.00  
Exempt  
Tax Charge: \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds

WHEREAS, KLLB AIV LLC, a Delaware limited liability company (hereinafter “Grantor”), whose address is c/o Kennedy Lewis Investment LLC, 6900 E. Camelback Road, Suite 800, Scottsdale, Arizona 85251, is the current owner and developer of that certain real property located in the Town of Summerville, Dorchester County known as Limehouse Farms, Phase 2A a/k/a Shewmaker, Phase 2A; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and no other consideration to it in hand paid at and before the sealing of these presents by Grantee, in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, unto Grantee, its successors and assigns forever, the following easement, subject to the terms, conditions and agreements contained herein:

TOGETHER with all of the rights and privileges necessary or convenient for the full enjoyment or use of said Easement, including without limitation, the reasonably necessary right of ingress thereto and egress therefrom over, under, through, upon and across Grantor's property.

TOGETHER also with the right from time to time to remove, cut, trim or clear and keep clear trees, underbrush, structures and obstructions upon the Easement Area, and the right of entry upon Grantor's land, beneficial estates and all rights of way reasonably necessary for all of the purposes aforesaid; provided, however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain the Easement Area, beneficial estates or rights of way.

This Easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements set forth herein unto the Grantee, its successors and assigns forever.

Grantor warrants that Grantor is the true owner of record of the above described property on which the aforesaid Easement is granted, subject, however, to all applicable covenants, conditions, restrictions.

reservations, easements, rights of way and other matters, if any, of record, and such state of facts and any other matters as would be disclosed by a current and accurate survey and inspection of the premises.

IT BEING UNDERSTOOD AND AGREED that the Easement above described is granted and accepted upon the following terms and conditions, to wit:

Grantor, in its sole and absolute discretion, shall have the right, at any time and from time to time, at its sole cost and expense, to reconfigure any portion of the Easement, the Easement Area and/or any improvements in, on or under the Easement Area (each, a "Moveable Easement," and collectively, the "Moveable Easements"), including, but not limited to, any lines, equipment, systems, facilities or other improvements now or hereafter constructed or otherwise installed by (or on behalf of) Grantee, and to relocate the same to another location on and/or off of Grantor's property; provided that any such reconfiguration or relocation: (i) shall be exercisable only after ninety (90) days' prior written notice of the intention to reconfigure or relocate has been given to Grantee; (ii) shall not materially impair the usefulness or function of the particular Moveable Easement, as reconfigured or relocated; and (iii) shall be performed without cost or expense to Grantee. If Grantor exercises its reconfiguration or relocation rights as set forth above, Grantor may, at its sole cost and expense, execute and record in the Lands Records Office (as defined herein) an amendment to this instrument setting forth the actual location of the particular Moveable Easement, as reconfigured or relocated, and no joinder, consent or approval of Grantee or any other person or entity to any such amendment shall be required, except for the owner of the land upon which the particular Moveable Easement has been reconfigured or relocated. As used herein, Grantor shall include Grantor's successors and assigns, and all successors-in-title to Grantor's property, or any portion thereof. As used herein, the term "Land Records Office" means the Office of the Register of Deeds for Dorchester County, South Carolina, or any successor office thereto.

Grantor reserves all rights of ownership in and to Grantor's property, including, without limitation, the right to use the Easement, the Easement Area and any improvements in the Easement Area in common with Grantee, the right to grant further easements on, over, under and across Grantor's property, and the right to construct, install, operate, use, maintain, repair, replace, relocate and remove at any time and from time to time such buildings, structures, roadways, driveways, sidewalks, walkways, landscaping, utility systems and facilities and other improvements on, over, under or across the Easement Area as Grantor, in its sole and absolute discretion, may from time to time desire to place on, over, under or across the Easement Area so long as any such buildings, structures, roadways, driveways, sidewalks, walkways, landscaping, utility systems and facilities or other improvements do not materially impair the usefulness or function of the Easement.

The Easement shall be used exclusively for the purpose stated herein. Upon cessation of such use for a period of one (1) year, the Easement and accompanying rights, in the Easement Area, shall revert to Grantor. Reversion may be established by sending a written notice by registered mail to Grantee and filing an instrument, setting forth the reversion and the giving of notice in the Land Records Office. In the event of reversion, Grantee shall have three (3) months from the date of the notice described to remove its property from the Easement Area, after which anything remaining on the Easement Area shall be deemed the property of the Grantor.

Grantee shall indemnify, defend, and hold Grantor harmless against any loss resulting from property damage, personal injury or death arising in any way out of its use of the Easement, except for injury to Grantor's employees or damage to the Grantee's equipment arising out of the sole negligence of Grantor or its agents.

The exhibits referenced in this instrument and attached hereto are incorporated in and made a part of this instrument.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed, under seal, as of the  
15th day of January, 2026.

SIGNED, SEALED AND DELIVERED  
 IN THE PRESENCE OF:

WITNESS:

GRANTOR:

KLLB AIV LLC (SEAL)  
 a Delaware limited liability company

By: [Signature]  
 Name: Ed Hadley  
 Its: Authorized Signatory

[Signature]  
 First Witness

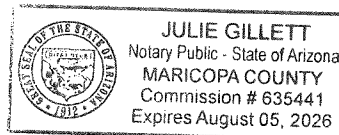
[Signature]  
 Second Witness – can be Notary

STATE OF ARIZONA )  
 ) ACKNOWLEDGMENT  
 COUNTY OF MARICOPA )

I, the undersigned Notary Public for Arizona, do hereby certify that KLLB AIV LLC, a Delaware limited liability company, by Ed Hadley, its Authorized Signatory, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 15th day of January, 2026.

[Signature]  
 Notary Public for Sate of Arizona  
 Print Name: Julie Gillett  
 My Commission expires: 08/05/2026



**EXHIBIT A****Description of the Easement Area**

All that certain Easement Area being shown and designated as “**5’ DCWS/DCWA ESMT.**” as shown on a plat entitled “FINAL SUBDIVISION PLAT OF TMS# 152-00-00-014 TO CREATE SHEWMAKER PHASE 2A TOWN OF SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA”, prepared under seal by Phillip P. Gerard, PLS No. 26596, of Thomas & Hutton Engineering Co., dated July 23, 2025, and recorded November 13, 2025, in **Plat Book P, Pages 576 - 579**, in the Office of the Register of Deeds for Dorchester County, South Carolina (the “Plat”), reference to said Plat is made for a more complete and accurate description.

|  |   |
|--|---|
| TMS 152-15-11-178.000 thru 152-15-11-249.000 | (Lots 178 thru 249)   |
| TMS 152-15-10-004.888                        | (Open Space / HOA Area #2A-1 and Open Space / HOA Area #2A-2) |

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

## AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The easement is being transferred from KLLB AIV LLC to DORCHESTER COUNTY WATER AUTHORITY.
3. Check one of the following: *The EASEMENT is*
  - a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - c) X EXEMPT from the deed recording fee because (Exemption # 2 )  
(Explanation if required Conveyance to Government Entity.) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_ .00.
  - b) The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - a) \$ \_\_\_\_\_ .00 the amount listed in item 4 above
  - b) \$ \_\_\_\_\_ .00 the amount listed in item 5 above (no amount place zero)
  - c) \$ \_\_\_\_\_ .00 subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
  - a) \_\_\_\_\_ Mobile Home
  - b) \_\_\_\_\_ Other
9. \_\_\_\_\_ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; and (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this  
15th day of January, 2026.

Julie Gillett  
Name: Julie Gillett  
Notary Public for State of Arizona  
My Commission Expires: 08/05/2026

KLLB AIV LLC  
a Delaware limited liability company

By: Ed Hadley  
Name: Ed Hadley  
Its: Authorized Signatory

