

3879. Myrtle Beach Farms Co., to Town of Myrtle Beach, Filed 2:40 P.M., July 9th, 1940.

State of South Carolina, County of Horry.

Whereas Myrtle Beach Farms Company is the owner of the fee to certain property hereinafter described and as former owner of certain property within the town limits of Myrtle Beach South Carolina, has conveyed numerous lots to various purchasers and still retains title to certain other lots and property within the town limits; and

Whereas it has been within the contemplation of Myrtle Beach Farms Company in the Development and sale of its property at Myrtle Beach, S. C., that the area hereinafter described should be used for the purposes stated in this instrument; and

Whereas the interests of property owners, citizens of Myrtle Beach and visitors to Myrtle Beach would be served by keeping said area as a public park or common; and

Whereas the municipal corporation of Town of Myrtle Beach has been created and it is fitting and proper that it should have the trusteeship of all public rights on the property, Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS that for the considerations above stated and for the further consideration of the sum of One (\$1.00) Dollar to it in hand paid (the receipt whereof is hereby acknowledged) the said Myrtle Beach Farms Company, a corporation, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto Town of Myrtle Beach, a municipal corporation, its successors and assigns, subject to the conditions and restrictions hereinafter stated and for the purposes enumerated herein, the Right, Title, Interest and Estate of Myrtle Beach Farms Company in and to the following described property to wit:

ALL AND SINGULAR that certain piece, parcel or strip of land situate, lying and being in the Town of Myrtle Beach, Dogwood Neck Township, County and State aforesaid and being more particularly described as follows:

Beginning at a stake, 2x2, on the Northeasternmost corner of lot sixteen-A (16-A) of the Highlands, addition to the Golf Course Section and running thence; South forty-five degrees, forty-three minutes East to the Highwater Mark of the Atlantic Ocean, thence in a Northeasterly direction seventy-five (75') feet more or less along the Highwater Mark of the Atlantic Ocean, thence forty-five degrees, forty-three minutes West to the corner of a lot laid out by T. M. Jordan, Engineer, September 26, 1939; thence along the front line of said lot, South forty-eight degrees, ten minutes West, seventy-five and one-tenth (75.1') feet to the beginning corner.

This property is conveyed subject to the following conditions, restrictions and limitations and for the purposes hereinafter stated, All of which shall be considered as covenants running with the land, binding on the grantee herein and inuring to the benefit of others as hereinafter stated.

1. The property is to be used, kept and maintained as a public park or common, subject to the right of the Town of Myrtle Beach to pass and enforce any such ordinances affecting the area as may be in conformity with the laws and constitutions of the State of South Carolina and of the United States of America; provided, however, that such right shall not include the power to modify or abrogate any of the covenants, conditions or restrictions hereinafter stated:

2. No building, structure or physical obstructions of any kind shall be placed or maintained in or on the area herein before described except walkways which may be constructed and maintained in accordance with other walkways constructed in the town of Myrtle Beach.

3. This property shall not be used for any commercial purposes by any individual, private corporation, municipal corporation or any agency or instrumentality of government.

4. Compliance with the above named conditions, limitations or covenants herein contained may be enforced in any manner provided by law by the Grantor or grantee or any owner of real property within the Town of Myrtle Beach claiming by or through the grantor or its predecessors in Title.

The Terms of this instrument shall be binding on the parties hereto and shall be for their benefit and for their successors and assigns and the same shall operate as a deed poll.

TO HAVE AND TO HOLD the lands and premises hereinbefore described unto the said Town of Myrtle Beach, its successors and Assigns, subject, however, to the restrictions, covenants and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said Myrtle Beach Farms Company has caused these presents to be signed, and its Corporate Seal affixed by its proper officers, this twenty-seventh day of January, A. D., 1940.

Signed, Sealed and Delivered

In the Presence of:

Ava H. Gibson,

Helen H. Hughes.

MYRTLE BEACH FARMS COMPANY,

By S.B. Chapin, As President.

Attest: G. C. Graham, As Secretary.

(CORP. SEAL)

State of South Carolina, County of Horry.

Personally appeared before me Ava H. Gibson and made oath that she saw the Myrtle Beach Farms Company, by S. B. Chapin, as its President, sign and affix its Corporate Seal attested by G. C. Graham, as its Secretary, and as the Act and Deed of said Corporation, deliver the within written Deed; and that she with Helen H. Hughes witnessed the execution thereof.

Sworn to before me this twenty-seventh day of Jan. A. D., 1940.

Helen H. Hughes,

Notary Public for S. C.

Ava H. Gibson.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

DEED

OCT 10 PM 2 24

CLERK OF

WHEREAS, Myrtle Beach Farms Company is the owner of the fee to certain property hereinafter described and as former owner of certain property within the City limits of Myrtle Beach, South Carolina, has conveyed numerous lots to various purchasers and still retains title to certain other lots and property within the town limits; and

WHEREAS, it has been within the contemplation of Myrtle Beach Farms Company in the development and sale of its property at Myrtle Beach, South Carolina, that the area hereinafter described should be used for the purposes stated in this instrument; and

WHEREAS, the interests of property owners, citizens of Myrtle Beach, and visitors to Myrtle Beach would be served by keeping said area as a public park or common; and

WHEREAS, the municipal corporation of the City of Myrtle Beach should have the trusteeship of all public rights on the property, now, therefore,

KNOW ALL MEN BY THESE PRESENTS that for the considerations above stated and for the further consideration of the sum of ONE (\$1.00) DOLLAR to it in hand paid (the receipt whereof is hereby acknowledged) the said MYRTLE BEACH FARMS COMPANY, a Corporation, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the CITY OF MYRTLE BEACH, a Municipal Corporation, its successors and assigns, subject to the conditions and restrictions hereinafter stated and for the purposes enumerated herein, the right, title, interest and estate, of Myrtle Beach Farms Company in and to the following described property, to wit:

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ALL AND SINGULAR, Those certain pieces, parcels or tracts of land situate, lying and being in the City of Myrtle Beach, County of Horry, State of South Carolina, and being more particularly described as follows:

PARCEL I

BEGINNING at the southernmost corner of the 10 ft. alley on the southwest side of Lot No. One (1) of Block one-F (1-F) of the Forest Dunes Section as shown on a map by T. M. Jordan, Rg. C. E., dated August, 1941, and recorded in the office of the Clerk of Court for Horry County in Plat Book Three (3) at page 36 (reference to which is craved as forming a part of these presents); thence, along the ocean front property line of said map and map of Cane Patch Section by T. M. Jordan, Rg. C. E., dated April, 1946, and recorded in the Clerk of Court's office, Horry County, in Plat Book Nine (9) page five (5) (reference to which is craved as forming a part of these presents) and map of Long Bay Section by T. M. Jordan, Rg. C. E., dated May, 1947, and recorded in the Clerk of Court's office, Horry County in Plat Book Eight (8) page 26-A (reference to which is craved as forming a part of these presents) and a map of Long Bay Extension Section by T. M. Jordan, Rg. C. E., dated April, 1961, and recorded in the Office of the Clerk of Court for Horry County in Plat Book Eleven (11) page 129 (reference to which is craved as forming a part of these presents), to the southeast corner of Lot Four (4) Block Twenty-three (23) of Long Bay Extension; thence, South 45 deg., 00 min. east, to the highwater mark of the Atlantic Ocean; thence, along said highwater mark in a southwesterly direction to an extension of the southwest boundary of the 10 ft. alley on the southwest side of Lot One (1) Block one-F (1-F) of the Forest Dunes Section; thence, along the southwest boundary of the 10 ft. alley to the point of beginning.

PARCEL II

BEGINNING at a point which is located at the southwestern corner of Lot Five (5) of Block Fifteen (15) of the Midway Extension Section and running thence North 47 deg., 00 min. east 2,822.4 feet to a point located on the southwestern corner of Lot Five (5) of Block Five (5) of the Hurl Rocks Section; thence turning and running South 22 deg., 30 min. east to the highwater mark of the Atlantic Ocean; thence turning and running along the highwater mark of the Atlantic Ocean in a southwesterly direction to a projection of the southwest boundary of Lot Five (5) of Block Fifteen (15) of the Midway Extension Section; thence turning and running with the said projection of the southwest boundary of Lot Five (5) of Block Fifteen (15) of the Midway Extension Section to the point of beginning.

The area hereby conveyed being bounded on the Northwest by Blocks One (1) and Two (2) of the Midway Section and Blocks Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) of the Midway Extension Section as well as Extensions of Twenty-fourth (24th), Twenty-fifth (25th), Twenty-sixth (26th), Twenty-seventh (27th) and Twenty-eighth (28th) Avenues South to ocean front property lines; bounded on the Northeast by the area (beach) lying between the ocean front property lines of the Hurl Rocks Section and the highwater mark of the Atlantic Ocean; bounded on the Southeast by the highwater mark of the Atlantic Ocean and bounded on the Southwest by other lands of Myrtle Beach Farms Company.

It is the intent of Myrtle Beach Farms Company to convey to the grantee herein that certain beach area lying between the ocean front property lines of the Midway Extension Section, Midway Section and the highwater mark of the Atlantic Ocean.

This property is conveyed subject to the following conditions, restrictions and limitations and for the purposes hereinafter stated, all of which shall be considered as covenants running with the land, binding on the grantee herein and inuring to the benefit of others as hereinafter stated:

1. The property is to be used, kept, and maintained as a public park or common, subject to the right of the City of Myrtle Beach to pass and enforce any such ordinances affecting the area as may be in conformity with the Laws and Constitutions of the State of South Carolina and of the United States of America; provided, however, that such right shall not include the power to modify or abrogate any of the covenants, conditions or restrictions hereinafter stated.

2. No buildings, structure or physical obstructions of any kind shall be placed or maintained in or on the area hereinbefore described.

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3. This property shall not be used for any commercial purposes by any individual, private corporation, municipal corporation, or any agency or instrumentality of Government, nor shall any of the sand or soil be removed from the area herein conveyed, or from below highwater mark of the Atlantic Ocean in such manner as to cause erosion, washing or similar action of waves or waters on the area hereby conveyed. The observance of this restriction #3 is a condition subsequent in this deed and failure to comply with said restriction in whole or in part entitles the grantor, its successors or assigns, to declare the estate herein conveyed to be terminated and to be restored to ownership of the property freed of all title, claims or equities of the grantee, its successors or assigns. The right so reserved unto the grantor is alienable by it and may also be released as to all or part of the area by a duly authorized written conveyance or release under seal.

4. Compliance with the restrictions, conditions, limitations or covenants herein contained may be enforced in any manner provided by Law by the grantor or grantee or any owner of Real property within the City of Myrtle Beach claiming by or through the grantor or its predecessors in title.

The terms of this instrument shall be binding on the parties hereto and shall be for their benefit and for their successors and assigns and the same shall operate as a Deed Poll.

TO HAVE AND TO HOLD the lands and premises hereinbefore described unto the said City of Myrtle Beach, its successors and assigns, subject, however, to the restrictions, covenants and conditions hereinbefore stated.

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IN WITNESS WHEREOF, the said MYRTLE BEACH FARMS COMPANY has caused these presents to be signed and its Corporate Seal affixed by its proper officers, this 14th day of August, A. D. 1968.

Signed, Sealed and Delivered
in the Presence of:

MYRTLE BEACH FARMS COMPANY (Seal)

Susan E. Hawkins
William J. Lyons

By: E. E. Burroughs
E. E. Burroughs, President

Attest: Helen H. Hughes
Helen H. Hughes, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me Susan E. Hawkins

and made oath that he saw MYRTLE BEACH FARMS COMPANY, by E. E. Burroughs
as President, Sign and Affix its Corporate Seal attested by Helen H.
Hughes, as Secretary, and as the Act and Deed of said Corporation, deliver
the within written Deed; and that he with William Jean Symon
witnessed the execution thereof.

SWORN to before me this 14th
 day of August, 1968.

William Jean Symon (LS)
Notary Public for South Carolina
My commission expires: MY COMMISSION EXPIRES
JANUARY 1 1971



The properties hereinabove conveyed subject to restrictions
and limitations imposed thereon being accepted by the City of Myrtle
Beach through its Mayor and City Council duly assembled at their meeting
on the 14th day of August, 1968.

Mark C. Garner
MARK C. GARNER, MAYOR

ATTESTED:

W. E. Hargrett
CITY CLERK

