



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Tuesday, January 26, 2016 to begin at 3:15 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

December 14, 2015 – *DEFERRED*

January 12, 2016 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Sea Island Farms** – acceptance and dedication of Sea Island Road (50-foot right-of-way), Thoroughbred Boulevard (50-foot right-of-way), and Grants Passage (50-foot right-of-way). All infrastructure improvements are complete with exception of sidewalks, which are bonded.
 - a. Title to Real Estate and Affidavit
 - b. Plat
 - c. Exclusive Stormwater Drainage Easement (2)
 - d. Exclusive Stormwater Drainage Easement (2)

2. **Daniel Island Parcel BB Phase I** – acceptance and dedication of Judge Johnson Lane (20-foot right-of-way), Canecutter Lane (20-foot right-of-way), a portion of Oak Leaf Street (right-of-way width varies), a portion of Josiah Street (50-foot right-of-way), a portion of Willtown Street (50-foot right-of-way), and a portion of Village Crossing (66-foot right-of-way). All infrastructure improvements are completed, inspected, and accepted.
 - a. Title to Real Estate and Affidavit
 - b. Plat

- c. Exclusive Stormwater Drainage Easement
- d. Exclusive Stormwater Drainage Easement (2)

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **487 Shadowmoss Parkway** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/4, 2016.**
2. **529 Wading Place** – installing tabby concrete driveway apron and irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/4, 2016.**
3. **274 Furman Farm Place** – installing tabby concrete driveway apron and irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/4, 2016.**
4. **2279 Woodland Shores Road** – installing 4 to 6-foot wooden privacy fence encroaching into right-of-way. This encroachment is temporary. **Approved 1/4, 2016.**
5. **2059 Wild Flower Lane** – installing 4-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/8, 2016.**
6. **5106 Cornflower Court** - installing concrete driveway extension and 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/13, 2016.**
7. **244 President Street** – installing brick paver sidewalk encroaching into right-of-way. This encroachment is temporary. **Approved 1/13, 2016.**
8. **502 McEney Alley** – installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/13, 2016.**
9. **298 King Street** – installing 33” x 22” right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 1/13, 2016.**

G. Miscellaneous or Other New Business

None

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Ashton Charleston Residential, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Sea Island Farms Subdivision as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT OF SEA ISLAND FARMS AT JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, TMS 280-00-00-172"

prepared by Atlantic Surveying, Inc , dated January 28, 2014 , revised July 14, 2015, and recorded in Plat Book _____ at Page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the TMS 280-00-00-172 dated Feb 4, 2015 and recorded Charleston County in Book 0455 at Page 419 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 property was transferred by Dennis A. Avery, as Trustee of The Avery Company, Inc. 401 (K) Plan to Ashton Charleston Residential, L.L.C. on April 3, 2014.

3. Check one of the following: The deed is

- 19c (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 distribution to a trust beneficiary.
- 19c (C) exempt from the deed recording fee because (See Information section of affidavit): _____ (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ___ or No ___

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

- 19c (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$560,000.00
- (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 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) Place the amount listed in item 4 above here: \$560,000.00
- (B) Place the amount listed in item 5 above here: 00.00
(If no amount is listed, place zero here.)
- (C) Subtract Line 6(b) from Line 6(a) and place the result here: \$560,000.00

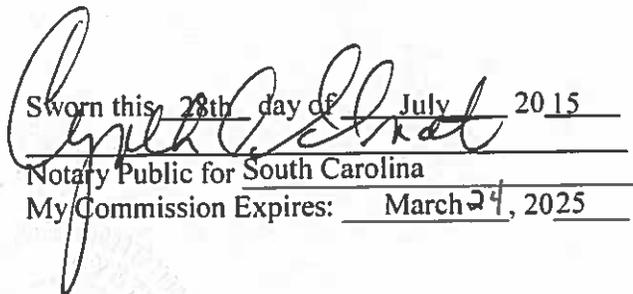
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is ~~\$2,082.00~~ KJC.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Representative.
9. I understand that a person required to furnish this affidavit who willfully 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.



Responsible Person Connected with the Transaction

John W. Farrell, Esq.

Print or Type Name Here



Sworn this 28th day of July 2015
Notary Public for South Carolina
My Commission Expires: March 24, 2025

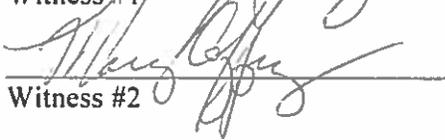


The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 12-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

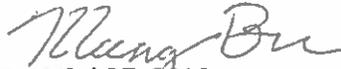


Witness #1


Witness #2

OWNER

Name: Ashton Charleston Residential



Date: Jul 27, 2015

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness, P.E.

Its: Director of Public Service

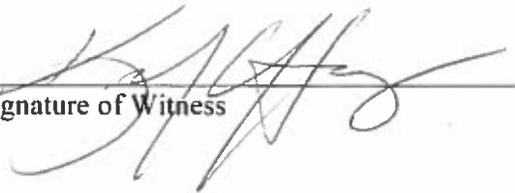
Date: _____

Witness #2

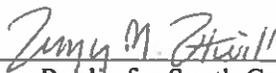
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Morgan Bryan sign, on behalf of Ashton Charleston Reside, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.


Signature of Witness

SWORN to before me this
77th day of July, 2015.


Notary Public for South Carolina
My Commission Expires: 8/3/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Laura S. Cabiness, P.E. sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20__.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF CHARLESTON) **EXCLUSIVE STORM
 WATER DRAINAGE
 EASEMENT
 CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Ashton Charleston Residential, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Sea Island Farms designated by Charleston County tax map number 280-00-00-172 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 24 - FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT**, more fully shown on a plat entitled

" FINAL SUBDIVISION PLAT OF SEA ISLAND FARTMS AT JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA TMS 280-00-00-172

prepared by Atlantic Surveying, Inc, dated January 28, 2014, executed by Court Nelson, on 11/6/15, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Charleston County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 24 -Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 24 -Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 24-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1

OWNER
Name: _____



Witness #2

Date: 6 NOV 2015

WITNESSES:

CITY OF CHARLESTON

Witness #1

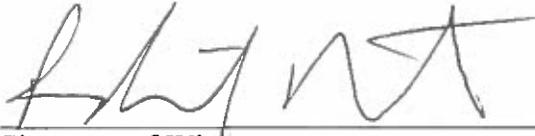
By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

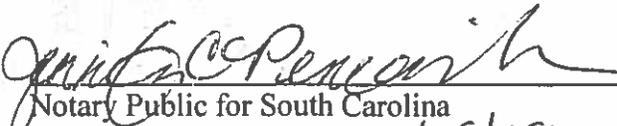
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PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Ryan B. Lewis sign, on behalf of, Ashton Charleston Residential, LLC, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
6 day of Nov, 20 15.



Notary Public for South Carolina
My Commission Expires: 11/19/19

STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

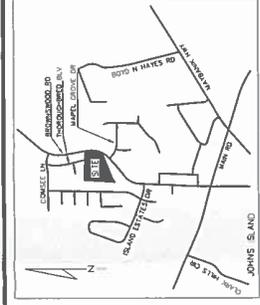
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PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of, _____, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____ day of _____, 20____.

Notary Public for South Carolina
My Commission Expires: _____



NOTES:
 1. BOUNDARIES WERE ESTABLISHED BY RE-TRACEMENT OF DEEDS AND PLATS REFERENCED HEREON AND LOCATION OF FIELD SURVEY MONUMENTATION FOUND.
 2. ONLY THOSE ADJACENT TO THE PROPERTY AND AS SHOWN IN THESE PLATS WERE SURVEYED AND SHOWN AS EVIDENCE THIS PLAT CONSTITUTES A SURVEY OF ADJOINING TRACTS.
 3. NO SURVEY OR ENVIRONMENTAL INVESTIGATIONS OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OF ANY EASEMENT, ENCUMBRANCE, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 4. METADONS ON SITE VERIFIED PER ACDE LETTER #54C-2009-1139-21W.
 5. THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' AS DETERMINED BY FEMA FLOOD ZONE MAPS AND 2004 FLOOD ZONE MUST BE VERIFIED BY THE PROPER CITY OF CHARLESTON OFFICIAL.
 6. ALL SET PROPERTY CORNERS ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
 7. PUBLIC SEWER IN THE AREA IS PROVIDED BY CHARLESTON WATER COMPANY AND PUBLIC WATER WILL BE PROVIDED BY ST. JOHN'S WATER COMPANY.
 8. THIS PROPERTY IS OWNED BY ASBY COMPANY, INC. 887 JOHNS ISLAND BLVD., MT. PLEASANT, SC 29464.
 9. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM.
 10. COMBINED SCALE FACTOR: 0.999327269.
 11. THE PUBLIC ORDNANCE EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER SYSTEM.
 12. THE ACCESS EASEMENT SHOWN IS DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO THE STORMWATER MANAGEMENT FACILITY THE LONG-TERM MAINTENANCE AND REPAIRS OF THE STORMWATER MANAGEMENT PARCELS OR THE HOMEOWNER'S ASSOCIATION (HOA) AND SHALL BE COMPLETED IN ACCORDANCE WITH THE STORMWATER MANAGEMENT DIVISION OF CHARLESTON CITY.

REFERENCES:
 1. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EK PAGE 817, RECORDED JULY 24TH, 2007.
 2. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EK PAGE 891, RECORDED JUNE 23RD, 2007.

LEGEND:
 ADDRESS NUMBER
 LANDSCAPE BUFFER
 ACCESS EASEMENT

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, SOUTH CAROLINA, THE CITY OF CHARLESTON HEREBY WAIVES AND ASSUAGES TO THE USE OF THE PUBLIC FOREVER.

DATE

GRAPHIC SCALE
 1 inch = 40 ft.

PLANNING AND RMC USE ONLY

DEENSITY ANALYSIS:
 NUMBER OF LOTS - 29
 HIGHLAND - 9.36 AC
 WETLAND - 0.00 AC
 SMALLEST LOT - 0.207 AC
 LARGEST LOT - 0.212 AC
 PUBLIC RIGHT OF WAY AREA - 1.864 AC

TMS 279-00-00-064
 TMS 279-00-00-065
 TMS 279-00-00-066

ATLANTIC SURVEYING, INC.
 1111 CHARLESTON AVENUE, SUITE 200
 CHARLESTON, SOUTH CAROLINA 29403
 (803) 782-1411
 WWW.ATLANTICSURVEYING.COM

24'D.E. Exhibit

FINAL SUBDIVISION PLAT OF SEA ISLAND FARMS
 AT CHARLESTON COUNTY, SOUTH CAROLINA
 TMS 280-00-00-172

SHT-NO

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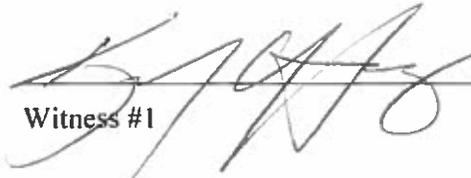
1-236-13

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 10-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

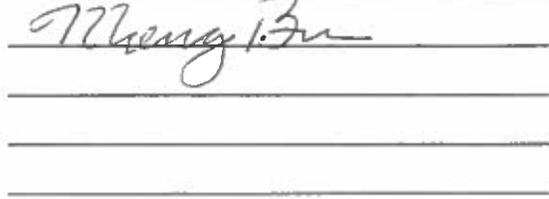
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IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER


Witness #1

Name: Ashton Charleston Residential, LLC




Witness #2

Date: Jul 27, 2015

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness, P.E.

Its: Director of Public Service

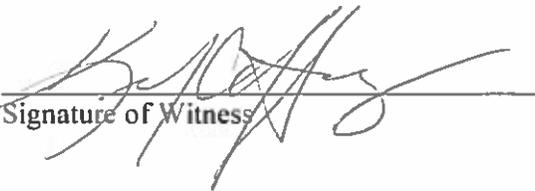
Witness #2

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Morgan Bryan sign, on behalf of Ashton Charleston Residential, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.


Signature of Witness

SWORN to before me this
27th day of July, 2015.

Jimmy M. Atwill
Notary Public for South Carolina
My Commission Expires: 8/3/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Laura S. Cabiness, P.E. sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20__.

Notary Public for South Carolina
My Commission Expires: _____



Atlantic Surveying, Inc.
 ESTABLISHED SURVEYING, INC.
 1714 LIGHTHOUSE DRIVE
 CHARLESTON, SOUTH CAROLINA 29405
 (843) 752-0888 (FAX) 752-1111
 www.atlanticsurvey.com

FINAL SUBDIVISION PLAT OF SEA ISLAND FARMS AT JOHNS ISLAND, CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA
 TMS 280-00-00-172

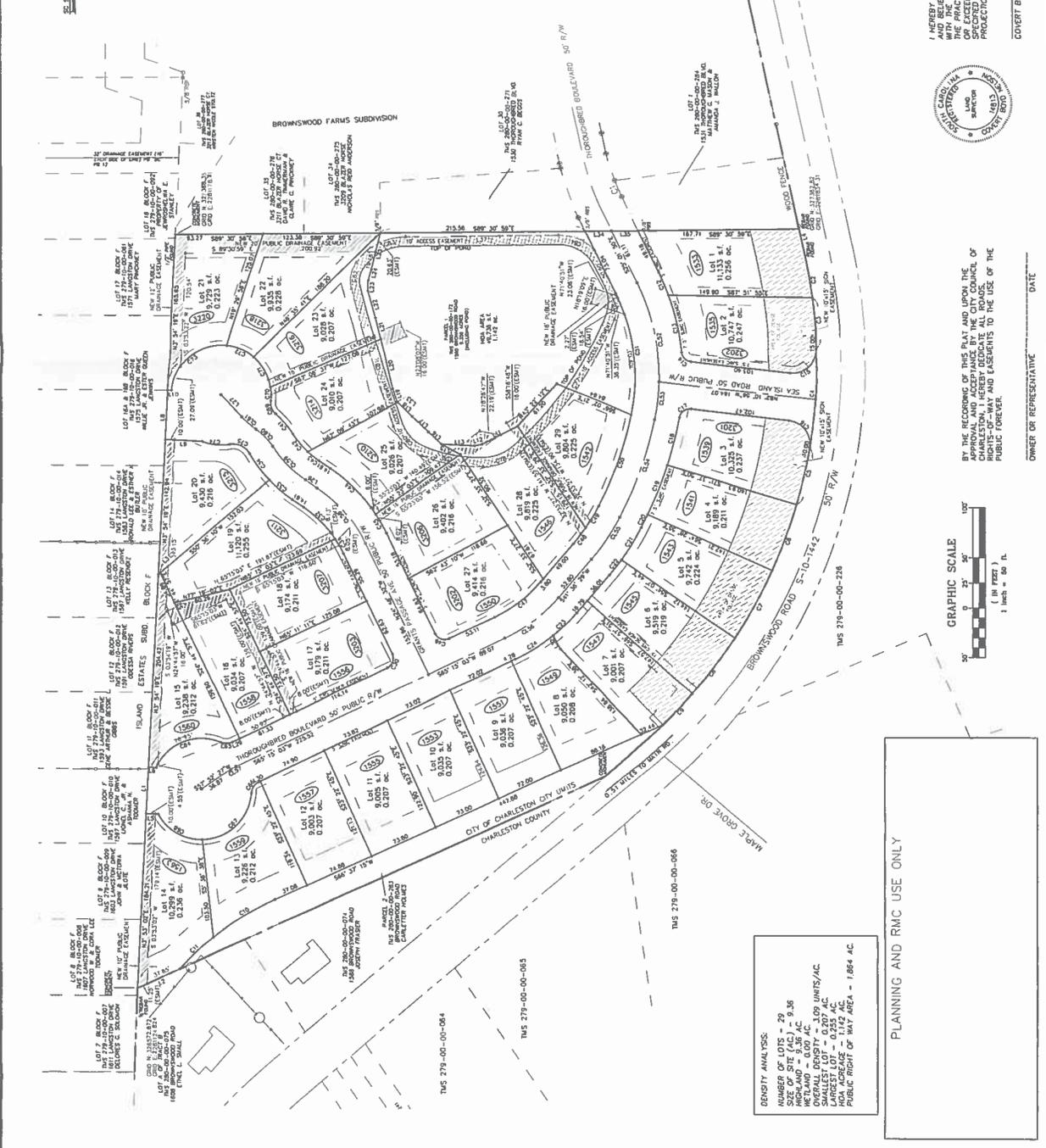
NO.	DESCRIPTION	DATE
1	REVISION	08/15/14
2	REVISION	08/15/14
3	REVISION	08/15/14
4	REVISION	08/15/14
5	REVISION	08/15/14
6	REVISION	08/15/14
7	REVISION	08/15/14
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46	REVISION	08/15/14
47	REVISION	08/15/14
48	REVISION	08/15/14
49	REVISION	08/15/14
50	REVISION	08/15/14



- NOTES:**
1. MONUMENTS WERE REFERENCED BY DEPARTMENT OF BEERS AND PLANS REFERENCED HEREON AND LOCATION OF FIELD SURVEY MONUMENTATION FOUND.
 2. ONLY THOSE MONUMENTS ON THIS PROPERTY AND ADJOINING PROPERTIES AND ADJOINING MONUMENTS TO BE REFERENCED IN THIS PLAT CONSTITUTE A BOUNDARY SURVEY OF ONLY THE SUBJECT PROPERTY, AND IS NOT A SURVEY OF ADJOINING TRACTS.
 3. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATIONS OR SURVEYS WERE MADE TO DETERMINE THE EXISTENCE OR NONEXISTENCE OF CONTAMINATION OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 4. WETLANDS ON SITE VERIFIED PER ACE LETTER #SAC-2007-1130-24V.
 5. THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X', AS DETERMINED BY GRAPHICALLY SOUNDING F.E.M.A. FIRM #5019C 0569 D DATED NOV. 17, 2005. THIS PROPERTY SHOULD NOT BE VIEWED BY THE PROPERTY CITY OF CHARLESTON OFFICIAL.
 6. ALL SET PROPERTY CORNERS ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
 7. PUBLIC SEWER IN THE AREA IS PROVIDED BY CHARLESTON WATER SYSTEM, AND PUBLIC WATER WILL BE PROVIDED BY ST. JOHN'S WATER COMPANY.
 8. PROPERTY IS OWNED BY ANSTY COMPANY, INC. 807 JOHNNIE DODDGE BOVD., MT PLEASANT, SC 29564.
 9. HORIZONTAL DATUM: SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM.
 10. THE PUBLIC DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER SYSTEM.
 11. THE ACCESS EASEMENT SHOWN IS DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO THE STORMWATER MANAGEMENT FACILITY. THE STORMWATER MANAGEMENT FACILITY IS THE RESPONSIBILITY OF THE OWNER(S) OF THE PARCELS) OR THE HOMEOWNER'S ASSOCIATION (HOA) AND SHALL BE MAINTAINED AND OPERATED AT ALL TIMES TO ENSURE THE PROPER MAINTENANCE OF STORMWATER FACILITIES COMPLETED FOR THIS SUBDIVISION.

REFERENCES:

1. PAGE 817, RECORDED JULY 24TH, 2007, RMC OFFICE IN PLAT BOOK EK
2. PAGE 858, RECORDED JUNE 25TH, 2007, RMC OFFICE IN PLAT BOOK EK



DENSITY ANALYSIS:

NUMBER OF LOTS = 29
 SIZE OF SITE (A.C.) = 9.36
 WETLAND = 4.00 AC
 OVERALL DENSITY = 0.69 UNITS/AC
 LARGEST LOT = 0.235 AC
 PUBLIC RIGHT OF WAY AREA = 1.864 AC

PLANNING AND RMC USE ONLY



COVERT B. NELSON, R.L.S. No. 14013

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE PRACTICE AND PROCEDURE OF THE SURVEYING PROFESSION IN THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY, AS SET FORTH IN THE SOUTH CAROLINA SURVEYING BOARD REGULATIONS AND PROVISIONS OTHER THAN SHOWN.

OWNER OR REPRESENTATIVE _____ DATE _____

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER

Name: Ashton Charleston Residential, LLC

Marg Boy

Date: Jul 27, 2015

Witness #1

Witness #2

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness, P.E.

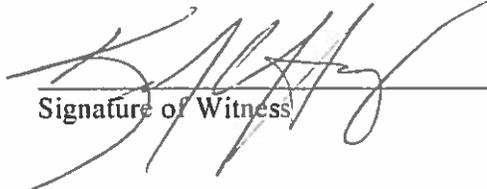
Its: Director of Public Service

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

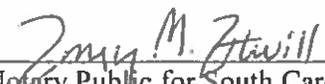
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Morgan Bryan sign, on behalf of Ashton Charleston Residential, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
27th day of July, 2015.



Notary Public for South Carolina
My Commission Expires: 8/03/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Laura S. Cabiness, P.E. sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20__.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF ~~CHARLESTON~~ BERKELEY)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Parcel BB Phase 1 as shown and designated on a plat entitled _____

"A Final Subdivision Plat of Daniel Island Master Plan Parcel BB to Create Parcel BB, Block A, Lots 4 through 12, Block C, Lots 7 through 15, Block D, Lots 6 through 16, Block F, Lot 25, Block H, Lots 1 through 10, Block I, Lots 1 through 19, and Parcel BB, (Residual), Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island prepared by Thomas & Hutton, dated September 3, 2015, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for Berkeley County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less. *

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Associates, LLC dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page 264 in the RMC Office for Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

* Said streets are known as Oak Leaf Street (Public R/W varies), Josiah Street (50' Public R/W), Village Crossing Drive (66' Public R/W), Cancutter Lane (20' Public R/W) and Willtown Street (50' Public R/W).

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 30th day of September 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Audra Walters
Printed Name

Grantor: [Signature]

Matthew R. Sloan, its President
Printed Name

[Signature]
Witness Number Two

JR Caldwell
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Daniel Island Associates L.L.C., by its duly authorized officer Matthew R. Sloan, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 30th day of September, 2015

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10/16/2024



STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 property was transferred by Daniel Island Associates L.L.C.
to City of Charleston on September, 2015.
3. Check one of the following: The deed 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 distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Transfer to government entity (explanation required)
(if exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (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 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) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is -0-.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for Grantor.
9. I understand that a person required to furnish this affidavit who willfully 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.



Responsible Person Connected with the Transaction

Cynthia Spieth Morton

Print or Type Name Here

Sworn this 16th day of September 2015
Jennifer A Hayes
Notary Public for South Carolina
My Commission Expires: March 13 2016

STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan sign, on behalf of, Daniel Island Associates L.L.C., the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this 30th day of September, 20 15.

Notary Public for South Carolina
My Commission Expires: 10/16/24



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 2015.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF CHARLESTON BERKELEY) EXCLUSIVE STORM
) WATER DRAINAGE
) EASEMENTS
) CITY OF CHARLESTON

This Agreement is made and entered into this ____ day of _____ 20 15, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. _____ (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of Parcel BB, Phase 1 _____ designated by Berkeley _____ County tax map number 277-00-00-011 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it three _____ exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City three NEW EXCLUSIVE 16-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS, more fully shown on a plat entitled "A Final

Subdivision Plat of Daniel Island Master Plan Parcel BB to Create Parcel BB, Block A, Lots 4 through 12, Block C, Lots 7 through 15, Block D, Lots 6 through 16, Block F, Lot 25, Block H, Lots 1 through 10, Block I, Lots 1 through 19, and Parcel BB (Residual), Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Associates, LLC

prepared by Thomas & Hutton _____ dated September 3, 2015, executed by Philip P. Gerard _____ on November 17, 2015, and recorded in Plat Book _____ at page _____ in the RMC Office for Berkeley _____, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive 16 -Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

Witness #2

WITNESSES

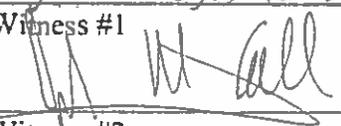
OWNER
DANIEL ISLAND ASSOCIATES L.L.C.



Witness #1

By: 

Name: Matthew R. Sloan, Its President



Witness #2

Date: September 30th, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

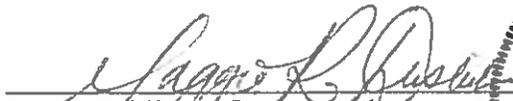
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan sign, on behalf of Daniel Island Associates L.L.C., the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 30th day of September, 20 15.


Notary Public for South Carolina
My Commission Expires: 10/16/24



STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of, City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this

_____ day of _____, 20 15 .

Notary Public for South Carolina

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 BERKELEY)
 COUNTY OF ~~CHARLESTON~~) **EXCLUSIVE STORM
 WATER DRAINAGE
 EASEMENTS
 CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____ 20 15, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of Parcel BB, Phase 1 designated by Berkeley County tax map number 277-00-00-011 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it two exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City two **NEW EXCLUSIVE vari-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS**, more fully shown on a plat entitled

"A Final Subdivision Plat of Daniel Island Master Plan Parcel BB to Create Parcel BB, Block A, Lots 4 through 12, Block C, Lots 7 through 15, Block D, Lots 6 through 16, Block F, Lot 25, Block H, Lots 1 through 10, Block I. Lots 1 through 19 and Parcel BB (Residual), Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Associates, LLC "

prepared by Thomas & Hutton dated September 3, 2015, executed by Philip P. Gerard on November 17, 2015, and recorded in Plat Book _____ at page _____ in the RMC Office for Berkeley, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

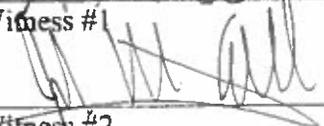
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive variable-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive variable-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER

Name: Daniel Island Associates L.L.C.
BY: 
Matthew R. Sloan, its President
Date: September 30th, 2015

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

STATE OF SOUTH CAROLINA

)
)
)

PROBATE

COUNTY OF CHARLESTON

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan sign, on behalf of, Daniel Island Associates L.L.C., the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this 30th day of September, 20 15.

Notary Public for South Carolina
My Commission Expires: 10/16/24



