



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, June 21, 2016 to begin at 3:00 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

May 23, 2016 – *DEFERRED*

C. Request to Set a Public Hearing

None

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

1. **Daniel Island Parcel E Phase 2C** - Acceptance and dedication of Fish Tale Road (50-foot right-of-way), a portion of Lesesne Street (50-foot right-of-way), a portion of black Powder Lane (50-foot right-of-way), a portion of Brailsford Street (50-foot right-of-way), and Daniel Island Parcel E Bridge Deck (30-foot right-of-way). All infrastructure is complete.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (3)
 - d. Exclusive Storm Water Drainage Easement (6)

2. Abandonment of a 65-foot drainage easement on Lot 1B1 Daniel Island Subdivision TMS #275-00-00-260. Acceptance of two new 24-foot exclusive storm water drainage easements as noted on a plat entitled "A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island – Fairchild Street Owned by DIEC II, LLC Located in the City of Charleston, Berkeley County, South Carolina".
 - a. Plat
 - b. Abandonment of Easement
 - c. Exclusive Storm Water Drainage Easements (2)

3. **Wambaw Multi-Purpose Buildings** – Acceptance and dedication of a new exclusive 10-foot stormwater drainage easement as noted on a plat entitled “Final Subdivision Plat for Beresford Hall Commerce Park, City of Charleston, Berkeley County, South Carolina” (TMS 271-04-03-006).
 - a. Exclusive Storm Water Drainage Easement
 - b. Plat

E. Requests for Permanent Encroachments

None

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

1. **167 Mary Ellen Drive** - installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 5/24, 2016.**
2. **2132 Pentland Drive** – installing 4-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 5/25, 2016.**
3. **1319 Smythe Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 6/10, 2016.**
4. **228 Furman Farm Place** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 6/10, 2016.**
5. **237 King Street** – installing 22”x36” right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 6/10, 2016.**
6. **724 King Street** – installing 2.5’x2.5’ right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 6/10, 2016.**
7. **258 King Street** – installing 2’ x 2’ right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 6/10, 2016.**

G. Miscellaneous or Other New Business

1. Status of air conditioning on the sanitation trash and garbage trucks – discussion only.

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
COUNTY OF ~~CHARLESTON~~ BERKELEY) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

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 Daniel Island Parcel E, Phase 2C as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Master Plan Parcel E & Parcel E, Island H to Create Parcel E, Block F, Lots 19 through 24; Block L, Lot 4; Block M, Lots 5 through 10; Block O, Lots 1 and 2 & Parcel E, Island H, Block A, Lots 1 through 7, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Associates, LLC" prepared by Thomas & Hutton, dated Feb. 23, 2016, 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. Said streets being Street (50'R/W), Brailsford Street (50' R/W), Black Powder Lane (50' R/W) and Fish Tale Road (50' R.W). ^{known as Lesesne}

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Investments,LLC dated November 8, 1998 and recorded November 9, 1998 in Book 1478 at Page 286 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.

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 _____.
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): Deed to municipality/government (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 Exempt.
- 8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Agent of owner.
- 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.



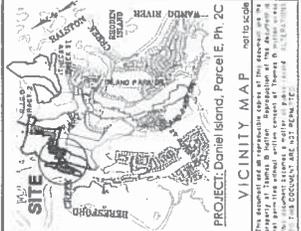
Responsible Person Connected with the Transaction

Matthew R. Sloan

Print or Type Name Here

Sworn this 4th day of March 2016
Maggie R. Dusibier
Notary Public for South Carolina
My Commission Expires: 10-16, 2024





The Daniel Island COMPANY

PROJECT: Daniel Island, Parcel E, Ph. 2C
VICINITY MAP
DATE: 10/15/2008

Civil Engineering
No. 52888

THOMAS & HUTTON
No. 52888

REGISTERED PROFESSIONAL ENGINEERS
SINCE 1914

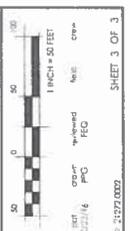
A FINAL SUBDIVISION PLAT OF
DANIEL ISLAND
MASTER PLAN PARCEL E
& PARCEL E, ISLAND H
TO CREATE
PARCEL E,
BLOCK F, LOTS 19 THROUGH 24
BLOCK L, LOT 4,
BLOCK M, LOTS 5 THROUGH 10,
BLOCK O, LOTS 1 AND 2
PARCEL E, ISLAND H
BLOCK A, LOTS 1 THROUGH 7

DANIEL ISLAND, CITY OF CHARLESTON
BERKEEY COUNTY, SOUTH CAROLINA

prepared for and owned by
DANIEL ISLAND ASSOCIATES, LLC

THOMAS & HUTTON
No. 52888

682 John's Dr. Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
P 843.847.0700 F 843.847.0703

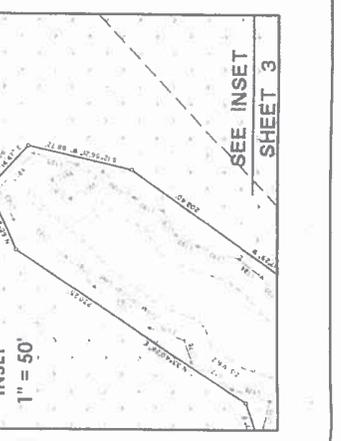


PLANNING USE ONLY
NO REPRESENTATION OR WARRANTY IS MADE BY THE ENGINEER FOR THE USE OF THIS PLAT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
DATE: 10/15/2008
APPROVED BY: [Signature]
FOR CITY ENGINEER

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF THE SUBDIVISION OF DANIEL ISLAND, MASTER PLAN PARCEL E, AND PARCEL E, ISLAND H, BLOCK F, LOTS 19 THROUGH 24, BLOCK L, LOT 4, BLOCK M, LOTS 5 THROUGH 10, BLOCK O, LOTS 1 AND 2, PARCEL E, ISLAND H, BLOCK A, LOTS 1 THROUGH 7. THIS PLAT WAS PREPARED BY THE ENGINEER IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA SUBDIVISION ACT AND THE CITY OF CHARLESTON SUBDIVISION ACT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED ON THIS PLAT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE ENGINEER HAS ALSO CONDUCTED A SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED ON THIS PLAT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE ENGINEER HAS ALSO CONDUCTED A SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED ON THIS PLAT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

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COUNTY	SECTION	TOWNSHIP	RANGE	BLK	LOT	AREA	ACRES
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1	1	1	1	1	99	1.0000	0.0227
1	1	1	1	1	100	1.0000	0.0227



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
1	N 89° 13' 31.4" E	50.00	101	N 89° 13' 31.4" E	50.00
2	S 89° 13' 31.4" W	50.00	102	S 89° 13' 31.4" W	50.00
3	N 89° 13' 31.4" E	50.00	103	N 89° 13' 31.4" E	50.00
4	S 89° 13' 31.4" W	50.00	104	S 89° 13' 31.4" W	50.00
5	N 89° 13' 31.4" E	50.00	105	N 89° 13' 31.4" E	50.00
6	S 89° 13' 31.4" W	50.00	106	S 89° 13' 31.4" W	50.00
7	N 89° 13' 31.4" E	50.00	107	N 89° 13' 31.4" E	50.00
8	S 89° 13' 31.4" W	50.00	108	S 89° 13' 31.4" W	50.00
9	N 89° 13' 31.4" E	50.00	109	N 89° 13' 31.4" E	50.00
10	S 89° 13' 31.4" W	50.00	110	S 89° 13' 31.4" W	50.00
11	N 89° 13' 31.4" E	50.00	111	N 89° 13' 31.4" E	50.00
12	S 89° 13' 31.4" W	50.00	112	S 89° 13' 31.4" W	50.00
13	N 89° 13' 31.4" E	50.00	113	N 89° 13' 31.4" E	50.00
14	S 89° 13' 31.4" W	50.00	114	S 89° 13' 31.4" W	50.00
15	N 89° 13' 31.4" E	50.00	115	N 89° 13' 31.4" E	50.00
16	S 89° 13' 31.4" W	50.00	116	S 89° 13' 31.4" W	50.00
17	N 89° 13' 31.4" E	50.00	117	N 89° 13' 31.4" E	50.00
18	S 89° 13' 31.4" W	50.00	118	S 89° 13' 31.4" W	50.00
19	N 89° 13' 31.4" E	50.00	119	N 89° 13' 31.4" E	50.00
20	S 89° 13' 31.4" W	50.00	120	S 89° 13' 31.4" W	50.00
21	N 89° 13' 31.4" E	50.00	121	N 89° 13' 31.4" E	50.00
22	S 89° 13' 31.4" W	50.00	122	S 89° 13' 31.4" W	50.00
23	N 89° 13' 31.4" E	50.00	123	N 89° 13' 31.4" E	50.00
24	S 89° 13' 31.4" W	50.00	124	S 89° 13' 31.4" W	50.00
25	N 89° 13' 31.4" E	50.00	125	N 89° 13' 31.4" E	50.00
26	S 89° 13' 31.4" W	50.00	126	S 89° 13' 31.4" W	50.00
27	N 89° 13' 31.4" E	50.00	127	N 89° 13' 31.4" E	50.00
28	S 89° 13' 31.4" W	50.00	128	S 89° 13' 31.4" W	50.00
29	N 89° 13' 31.4" E	50.00	129	N 89° 13' 31.4" E	50.00
30	S 89° 13' 31.4" W	50.00	130	S 89° 13' 31.4" W	50.00
31	N 89° 13' 31.4" E	50.00	131	N 89° 13' 31.4" E	50.00
32	S 89° 13' 31.4" W	50.00	132	S 89° 13' 31.4" W	50.00
33	N 89° 13' 31.4" E	50.00	133	N 89° 13' 31.4" E	50.00
34	S 89° 13' 31.4" W	50.00	134	S 89° 13' 31.4" W	50.00
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40	S 89° 13' 31.4" W	50.00	140	S 89° 13' 31.4" W	50.00
41	N 89° 13' 31.4" E	50.00	141	N 89° 13' 31.4" E	50.00
42	S 89° 13' 31.4" W	50.00	142	S 89° 13' 31.4" W	50.00
43	N 89° 13' 31.4" E	50.00	143	N 89° 13' 31.4" E	50.00
44	S 89° 13' 31.4" W	50.00	144	S 89° 13' 31.4" W	50.00
45	N 89° 13' 31.4" E	50.00	145	N 89° 13' 31.4" E	50.00
46	S 89° 13' 31.4" W	50.00	146	S 89° 13' 31.4" W	50.00
47	N 89° 13' 31.4" E	50.00	147	N 89° 13' 31.4" E	50.00
48	S 89° 13' 31.4" W	50.00	148	S 89° 13' 31.4" W	50.00
49	N 89° 13' 31.4" E	50.00	149	N 89° 13' 31.4" E	50.00
50	S 89° 13' 31.4" W	50.00	150	S 89° 13' 31.4" W	50.00
51	N 89° 13' 31.4" E	50.00	151	N 89° 13' 31.4" E	50.00
52	S 89° 13' 31.4" W	50.00	152	S 89° 13' 31.4" W	50.00
53	N 89° 13' 31.4" E	50.00	153	N 89° 13' 31.4" E	50.00

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.

Jan Moolay
Witness #1
[Signature]
Witness #2

OWNER

Name: Daniel Island Associates L.L.C.
By: [Signature]
Matthew R. Sloan, its President
Date: March 4th, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

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

STATE OF SOUTH CAROLINA

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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, as President 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.

Jam Malloy
Signature of Witness

SWORN to before me this 4th day of March, 2016.

Maggie R. Dusbiber
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, _____, 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 16 .

Notary Public for South Carolina
My Commission Expires: _____

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 Easement during the conduct of its allowable activities as described above.

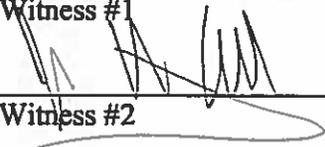
TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

OWNERS:
DANIEL ISLAND ASSOCIATES L.L.C.

By: 
Matthew R. Sloan, Its President

Jam Malloy
Witness #1


Witness #2

Date: March 4th, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

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

Witness #2

STATE OF SOUTH CAROLINA

)

PROBATE

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COUNTY OF CHARLESTON

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Jan Macey
Signature of Witness

SWORN to before me this 4th day of March, 20 16.

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Signature of Witness

SWORN to before me this _____ day of _____, 20 16 .

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA

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**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

COUNTY OF ~~CHARLESTON~~
~~CHARLESTON~~
BERKELEY

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 Daniel Island Associates L.L.C. _____ (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage pipe and appurtenances ("Storm Water System") across a portion of Daniel Island Parcel E Phase 2C _____ designated by Berkeley County tax map number 275-00-00-110 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 20 - FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT**, more fully shown on a plat entitled

" A Final Subdivision Plat of Daniel Island Master Plan Parcel E & Parcel E, Island H to Create Parcel E, Block F, Lots 19 through 24; Block L, Lot 4, Block M, Lots 5 through 10; Block O, Lots 1 and 2 & Parcel E, Island H, Block A, Lots 1 through 7, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Associates, LLC _____",
prepared by Thomas & Hutton, dated Feb. 23, 2016,
executed by Phillip P. Gerard, on March 4, 2016, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Berkeley 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 20 -Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 20 -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 20-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.

OWNER:

Jim Macey
Witness #1

[Signature]
Witness #2

DANIEL ISLAND ASSOCIATES L.L.C.

By: [Signature]
Matthew R. Sloan, its President

Date: March 4th, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

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

Witness #2

STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

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Jan Malloy
Signature of Witness

SWORN to before me this 4th day of March, 20 16.

Maggie R. Dusbiber
Notary Public for South Carolina
My Commission Expires: 10/16/24



STATE OF SOUTH CAROLINA

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COUNTY OF CHARLESTON

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Signature of Witness

SWORN to before me this _____ day of _____, 2016.

Notary Public for South Carolina
My Commission Expires: _____

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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.

Jim Macey
Witness #1
[Signature]
Witness #2

OWNER Daniel Island Golf Club, LLC
By: [Signature]
Name: Matthew R. Sloan, its President
Date: March 9th, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

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

STATE OF SOUTH CAROLINA

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COUNTY OF CHARLESTON

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Signature of Witness

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4th day of March, 2016.

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My Commission Expires: 10/16/24



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Signature of Witness

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

Notary Public for South Carolina
My Commission Expires: _____

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 30-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.

Jam Malloy
Witness #1
[Signature]
Witness #2

OWNER Daniel Island Golf Club, LLC
By: [Signature]
Name: Matthew R. Sloan, its President
Date: March 4th, 2016

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

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Signature of Witness

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

Notary Public for South Carolina
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SITE PLAN
 PROJECT: Daniel Island Parcel E, (I)
 VICINITY MAP
 PREPARED FOR: THE DANIEL ISLAND ASSOCIATES, LLC
 PREPARED BY: DANIEL ISLAND ASSOCIATES, LLC
 DATE: 07/22/16

The Daniel Island COMPANY

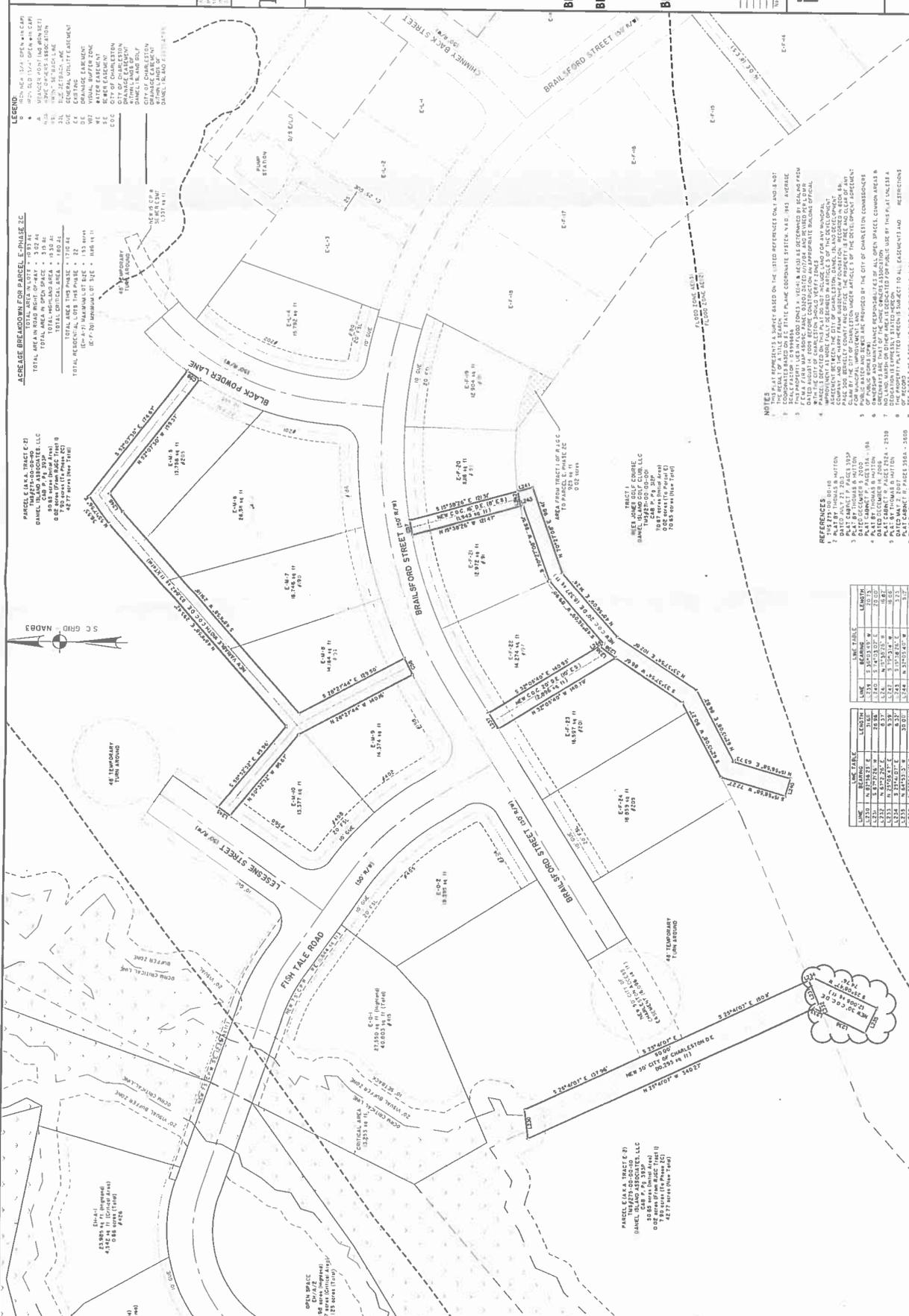
EXHIBIT "A" SHOWING THE SUBDIVISION PLAN OF DANIEL ISLAND MASTER PLAN PARCEL E & PARCELS E, ISLAND H & ISLAND I THROUGH PARCELS E, ISLAND H & ISLAND I THROUGH BLOCK F, LOTS 19 THROUGH BLOCK L, LOT 4, BLOCK M, LOTS 5 THROUGH BLOCK O, LOTS 1 AND 2

PREPARED FOR AND OWNED BY:
 DANIEL ISLAND ASSOCIATES, LLC
 DANIEL ISLAND, CITY OF CHARLESTON
 BERKELEY COUNTY, SOUTH CAROLINA

THOMAS & HUTTO
 682 Jannone Road, Suite 100
 Mt Pleasant, SC 29465-1522
 P 843.849.0200 / 843.849.0203
 www.thomasandhutto.com

1"=100'-0" (SEE SCALE)
 1"=100'-0" (SEE SCALE)
 1"=100'-0" (SEE SCALE)

DATE: 07/22/16
 PREPARED BY: THOMAS & HUTTO
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]



LEGEND:

- 1. 10' WIDE OPEN SPACE
- 2. 10' WIDE OPEN SPACE
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- 98. 10' WIDE OPEN SPACE
- 99. 10' WIDE OPEN SPACE
- 100. 10' WIDE OPEN SPACE

ACRESAGE BREAKDOWN FOR PARCEL E - PHASE 2C

TOTAL AREA IN ACRES = 10.8744
 TOTAL AREA IN SQ. FT. = 468,000
 TOTAL HOUSING AREA = 13,304
 TOTAL OPEN SPACE = 454,696
 TOTAL RESIDENTIAL LOTS = 22
 TOTAL LOTS PER ACRE = 2.03

**PARCEL E (A) TRACT (E 2)
 DANIEL ISLAND ASSOCIATES, LLC
 682 JANNONE ROAD, SUITE 100
 MOUNT PLEASANT, SOUTH CAROLINA 29465-1522
 843.849.0200 / 843.849.0203
 www.thomasandhutto.com**

NOTES:

1. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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10. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

REFERENCES:

1. PLAT BY THOMAS & HUTTO, 07/22/16
2. PLAT BY THOMAS & HUTTO, 07/22/16
3. PLAT BY THOMAS & HUTTO, 07/22/16
4. PLAT BY THOMAS & HUTTO, 07/22/16
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6. PLAT BY THOMAS & HUTTO, 07/22/16
7. PLAT BY THOMAS & HUTTO, 07/22/16
8. PLAT BY THOMAS & HUTTO, 07/22/16
9. PLAT BY THOMAS & HUTTO, 07/22/16
10. PLAT BY THOMAS & HUTTO, 07/22/16

LINE	BEARING	LENGTH	AREA	PERCENT
1	N 0° 00' 00" E	10.00	0.00	0.00
2	S 90° 00' 00" W	10.00	0.00	0.00
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94	S 90° 00' 00" W	10.00	0.00	0.00
95	N 0° 00' 00" E	10.00	0.00	0.00
96	S 90° 00' 00" W	10.00	0.00	0.00
97	N 0° 00' 00" E	10.00	0.00	0.00
98	S 90° 00' 00" W	10.00	0.00	0.00
99	N 0° 00' 00" E	10.00	0.00	0.00
100	S 90° 00' 00" W	10.00	0.00	0.00

NOTES:

1. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
3. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
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8. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
9. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
10. THE REALITY OF THIS PLAN IS BASED ON THE LISTED REFERENCE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

REFERENCES:

1. PLAT BY THOMAS & HUTTO, 07/22/16
2. PLAT BY THOMAS & HUTTO, 07/22/16
3. PLAT BY THOMAS & HUTTO, 07/22/16
4. PLAT BY THOMAS & HUTTO, 07/22/16
5. PLAT BY THOMAS & HUTTO, 07/22/16
6. PLAT BY THOMAS & HUTTO, 07/22/16
7. PLAT BY THOMAS & HUTTO, 07/22/16
8. PLAT BY THOMAS & HUTTO, 07/22/16
9. PLAT BY THOMAS & HUTTO, 07/22/16
10. PLAT BY THOMAS & HUTTO, 07/22/16

LINE	BEARING	LENGTH	AREA	PERCENT
1	N 0° 00' 00" E	10.00	0.00	0.00
2	S 90° 00' 00" W	10.00	0.00	0.00
3	N 0° 00' 00" E	10.00	0.00	0.00
4	S 90° 00' 00" W	10.00	0.00	0.00
5	N 0° 00' 00" E	10.00	0.00	0.00
6	S 90° 00' 00" W	10.00	0.00	0.00
7	N 0° 00' 00" E	10.00	0.00	0.00
8	S 90° 00' 00" W	10.00	0.00	0.00
9	N 0° 00' 00" E	10.00	0.00	0.00
10	S 90° 00' 00" W	10.00	0.00	0.00
11	N 0° 00' 00" E	10.00	0.00	0.00
12	S 90° 00' 00" W	10.00	0.00	0.00
13	N 0° 00' 00" E	10.00	0.00	0.00
14	S 90° 00' 00" W	10.00	0.00	0.00
15	N 0° 00' 00" E	10.00	0.00	0.00
16	S 90° 00' 00" W	10.00	0.00	0.00
17	N 0° 00' 00" E	10.00	0.00	0.00
18	S 90° 00' 00" W	10.00	0.00	0.00
19	N 0° 00' 00" E	10.00	0.00	0.00
20	S 90° 00' 00" W	10.00	0.00	0.00
21	N 0° 00' 00" E	10.00	0.00	0.00
22	S 90° 00' 00" W	10.00	0.00	0.00
23	N 0° 00' 00" E	10.00	0.00	0.00

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

This Agreement is made and entered into this _____ day of _____, 2016, 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 a storm water drainage pipe and appurtenances ("Storm Water System") across a portion of Daniel Island Parcel E Phase 2C designated by Berkeley County tax map number 275-00-00-110 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 30 – FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT**, more fully shown on a plat entitled

" A Final Subdivision Plat of Daniel Island Master Plan Parcel E & Parcel E, Island H to Create Parcel E, Block F, Lots 19 through 24; Block L, Lot 4; Block M, Lots 5 through 10; Block O, Lots 1 and 2 & Parcel E, Island H, Block A, Lots 1 through 7, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for Daniel Island Associates, LLC",
 prepared by Thomas & Hutton, dated Feb. 23, 2016,
 executed by Phillip P. Gerard, on March 4, 2016, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Berkeley 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 30-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 30-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 30-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

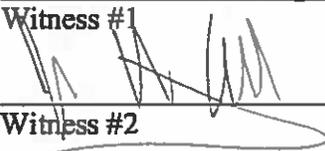
TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

OWNERS:
DANIEL ISLAND ASSOCIATES L.L.C.

By: 
Matthew R. Sloan, Its President

Jam Malloy
Witness #1


Witness #2

Date: March 4th, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness

Its: Director of Public Service

Date:

Witness #2

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, as President 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.

Jam Macey
Signature of Witness

SWORN to before me this 4th day of March, 20 16.

Maggie R. Dusbiber
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 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 16 .

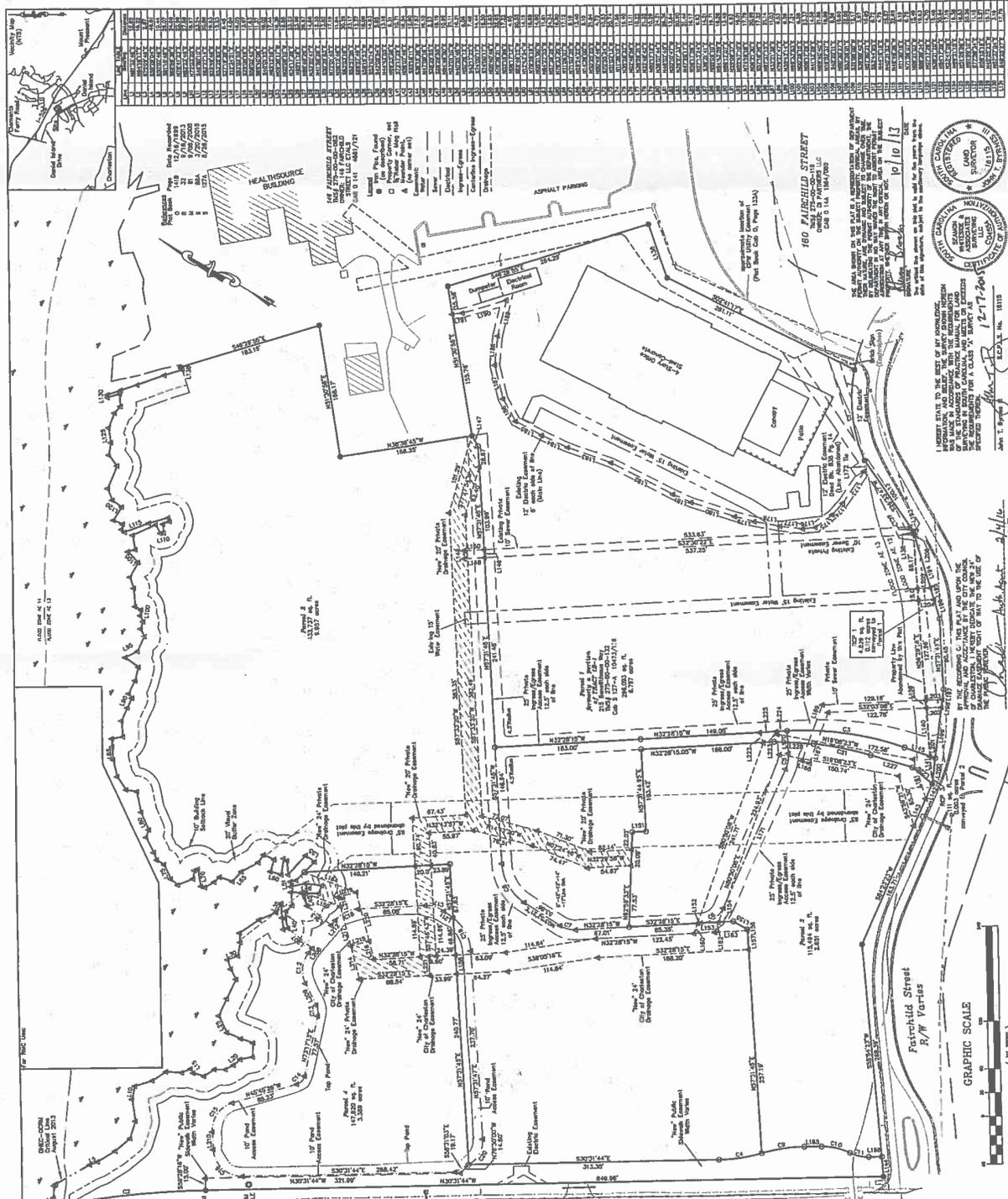
Notary Public for South Carolina
My Commission Expires: _____

DATE APR 27, 2015
 DRAWN BY
 CHECKED BY
 DATE
 DATE
 SHEET 1 OF 1

A FINAL SUBDIVISION AND
 PROPERTY LINE ADJUSTMENT PLAN OF
 TMS 276-00-00-260 - DANIEL ISLAND - FAIRCHILD STREET
 OWNED BY DIRC II LLC
 LOCATED IN THE CITY OF CHARLESTON
 BERKELEY COUNTY, SOUTH CAROLINA

SMA **surveying**
 1035-B Jenkins Road
 Charleston, SC 29407
 (843) 795-9330

NO.	DATE	DESCRIPTION
1	7-2-15	Revised per D.C. Comments
2	7-2-15	Revised per D.C. Comments
3	11-23-15	Revised per D.C. Comments
4	11-23-15	Revised per D.C. Comments
5	11-23-15	Revised per D.C. Comments
6	12-17-15	Revised per D.C. Comments
7	12-17-15	Revised per D.C. Comments
8	12-17-15	Revised per D.C. Comments
9	12-17-15	Revised per D.C. Comments
10	12-17-15	Revised per D.C. Comments
11	12-17-15	Revised per D.C. Comments
12	12-17-15	Revised per D.C. Comments
13	12-17-15	Revised per D.C. Comments
14	12-17-15	Revised per D.C. Comments
15	12-17-15	Revised per D.C. Comments
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22	12-17-15	Revised per D.C. Comments
23	12-17-15	Revised per D.C. Comments
24	12-17-15	Revised per D.C. Comments
25	12-17-15	Revised per D.C. Comments
26	12-17-15	Revised per D.C. Comments
27	12-17-15	Revised per D.C. Comments
28	12-17-15	Revised per D.C. Comments
29	12-17-15	Revised per D.C. Comments
30	12-17-15	Revised per D.C. Comments
31	12-17-15	Revised per D.C. Comments
32	12-17-15	Revised per D.C. Comments
33	12-17-15	Revised per D.C. Comments
34	12-17-15	Revised per D.C. Comments
35	12-17-15	Revised per D.C. Comments
36	12-17-15	Revised per D.C. Comments
37	12-17-15	Revised per D.C. Comments
38	12-17-15	Revised per D.C. Comments
39	12-17-15	Revised per D.C. Comments
40	12-17-15	Revised per D.C. Comments
41	12-17-15	Revised per D.C. Comments
42	12-17-15	Revised per D.C. Comments
43	12-17-15	Revised per D.C. Comments
44	12-17-15	Revised per D.C. Comments
45	12-17-15	Revised per D.C. Comments
46	12-17-15	Revised per D.C. Comments
47	12-17-15	Revised per D.C. Comments
48	12-17-15	Revised per D.C. Comments
49	12-17-15	Revised per D.C. Comments
50	12-17-15	Revised per D.C. Comments
51	12-17-15	Revised per D.C. Comments
52	12-17-15	Revised per D.C. Comments
53	12-17-15	Revised per D.C. Comments
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55	12-17-15	Revised per D.C. Comments
56	12-17-15	Revised per D.C. Comments
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58	12-17-15	Revised per D.C. Comments
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62	12-17-15	Revised per D.C. Comments
63	12-17-15	Revised per D.C. Comments
64	12-17-15	Revised per D.C. Comments
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72	12-17-15	Revised per D.C. Comments
73	12-17-15	Revised per D.C. Comments
74	12-17-15	Revised per D.C. Comments
75	12-17-15	Revised per D.C. Comments
76	12-17-15	Revised per D.C. Comments
77	12-17-15	Revised per D.C. Comments
78	12-17-15	Revised per D.C. Comments
79	12-17-15	Revised per D.C. Comments
80	12-17-15	Revised per D.C. Comments
81	12-17-15	Revised per D.C. Comments
82	12-17-15	Revised per D.C. Comments
83	12-17-15	Revised per D.C. Comments
84	12-17-15	Revised per D.C. Comments
85	12-17-15	Revised per D.C. Comments
86	12-17-15	Revised per D.C. Comments
87	12-17-15	Revised per D.C. Comments
88	12-17-15	Revised per D.C. Comments
89	12-17-15	Revised per D.C. Comments
90	12-17-15	Revised per D.C. Comments
91	12-17-15	Revised per D.C. Comments
92	12-17-15	Revised per D.C. Comments
93	12-17-15	Revised per D.C. Comments
94	12-17-15	Revised per D.C. Comments
95	12-17-15	Revised per D.C. Comments
96	12-17-15	Revised per D.C. Comments
97	12-17-15	Revised per D.C. Comments
98	12-17-15	Revised per D.C. Comments
99	12-17-15	Revised per D.C. Comments
100	12-17-15	Revised per D.C. Comments



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE SURVEY REPRODUCED HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AS CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF A CLASS 'C' SURVEY AS PROVIDED FOR IN THE SOUTH CAROLINA SURVEYING ACT OF 1968, AS AMENDED.

DATE: 12-17-2015
 JOHN T. SMITH, SURVEYOR

BY: [Signature]
 DATE: 12/17/2015

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)	PERCENTAGE OF TOTAL
1	10,000	0.23	2.3
2	10,000	0.23	2.3
3	10,000	0.23	2.3
4	10,000	0.23	2.3
5	10,000	0.23	2.3
6	10,000	0.23	2.3
7	10,000	0.23	2.3
8	10,000	0.23	2.3
9	10,000	0.23	2.3
10	10,000	0.23	2.3
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94	10,000	0.23	2.3
95	10,000	0.23	2.3
96	10,000	0.23	2.3
97	10,000	0.23	2.3
98	10,000	0.23	2.3
99	10,000	0.23	2.3
100	10,000	0.23	2.3

STATE OF SOUTH CAROLINA) ABANDONMENT OF EASEMENT
COUNTY OF BERKELEY)

This Abandonment of Easement ("*Abandonment*") is 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 ("*City*"), and DIEC II, LLC ("*Owner*").

WHEREAS, Owner is the owner of Lot 1B1, Daniel Island, Subdivision, Berkeley County, South Carolina, designated as TMS No. 275-00-00-260 (the "*Property*"); and

WHEREAS, there currently exists on the Property a 65' Drainage Easement as shown on a plat recorded in Book 1715, at Pages 322-323, in the RMC Office for Berkeley County, South Carolina ("*Old Easement*"); and

WHEREAS, Owner has requested that the City release and abandon the Old Easement; and

WHEREAS, the City is mindful to grant such request and desires to release and abandon the Old Easement, as more particularly described on Exhibit "A" attached hereto and shown on the Plat (as defined below); and

WHEREAS, upon the abandonment of the Old Easement, the owner of the real property which is subject to the Old Easement, has acknowledged on behalf of himself, his heirs and assigns, his sole and complete responsibility for the condition of the portion of the Old Easement as is currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Old Easement being hereby abandoned.

NOW THEREFORE, the City has abandoned the Old Easement hereinafter described and the drainage facilities located therein. The Old Easement and facilities hereby abandoned are located on that certain parcel of land in the County of Berkeley and State of South Carolina, and is more particularly described on Exhibit "A" attached hereto and shown on a plat entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET OWNED BY DIEC II LLC LOCATED IN THE CITY OF CHARLESTON BERKELEY COUNTY, SOUTH CAROLINA" prepared by SWA Surveying, LLC, dated 4/27/15, Revision (7) 12/17/15 and recorded in Plat Book _____, at Page _____ in the RMC Office for Berkeley County, South Carolina (herein the "*Plat*"). No portion of the Old Easement is abandoned except as specifically described on Exhibit "A," and shown on the Plat, as "65' DRAINAGE EASEMENT ABANDONED BY THIS PLAT".

WITNESSES:

William Fulkline
Witness #1

[Signature]
Witness #2

WITNESSES:

Witness #1

Witness #2

OWNER:

DIEC II, LLC

By: Chad

Print Name: Chad S. Colman

Its: Authorized Agent

Dated: December 11, 2015

CITY OF CHARLESTON

By: _____

Print Name: _____

Its: _____

Dated: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

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

Witness #1

SWORN to before me this
_____ day of August, 2014.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

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 Abandonment of Portion of Easement, and seal said Abandonment of Portion of Easement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

Witness #1

SWORN to before me this
_____ day of _____, 2014.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land located in ____ Subdivision, City of Charleston, County of Berkeley, State of South Carolina, shown and designated as "65' DRAINAGE EASEMENT ABANDONED BY THIS PLAT" on that certain plat entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 - DANIEL ISLAND - FAIRCHILD STREET OWNED BY DIEC II LLC LOCATED IN THE CITY OF CHARLESTON BERKELEY COUNTY, SOUTH CAROLINA" prepared by SWA Surveying, LLC, dated _____ and recorded in Plat Book _____, at Page _____ in the RMC Office for Berkeley County, South Carolina.

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

DRAINAGE EASEMENT

WHEREAS, the City of Charleston, Charleston County, South Carolina, (the "City") is desirous of improving the drainage conditions in certain sections of Daniel Island, Berkeley County, South Carolina, located within the City, commonly known as the Daniel Island Office Park; and

WHEREAS, in order to accomplish the improvement to the drainage conditions referenced above, the City must obtain the below-described drainage easement (the "Drainage Easement") permitting the maintenance of a drainage system through said sections of Daniel Island as more fully described below; and

WHEREAS, the undersigned owner of the burdened real property (the "Grantor") is desirous of cooperating with the City and is minded to grant unto it the Drainage Easement in and over the Grantor's property.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the improvements to the drainage conditions, the Grantor has remised, released and forever quit-claimed, and by these Presents does remise, release and forever quit-claim unto the City a Drainage Easement over the drainage easement area entitled "New 65' Drainage Easement" as shown on the plat entitled "Final Subdivision Plat of a Portion of Fairchild Street Owned by The Daniel Island Company and a 65' Drainage Easement Through the Property of Healthsource South Carolina, Inc., City of Charleston, Berkeley County, S.C." dated January 18, 1999 and duly recorded in the RMC Office for Berkeley County in Plat Cabinet 0, Page 94-C (the "Plat").

The Drainage Easement having such size, shape, location, buttings and boundings as shown on the Plat, reference to which is hereby made for a more complete description thereof.

Provided, however, the City shall not be responsible for aquatic growth control or for normal cleaning or for general maintenance which shall be the responsibility of the Grantor, its successors and assigns.

And to the end that the same may be properly maintained for drainage, the City shall at all times have the right of ingress and egress to the land affected by the Drainage Easement.

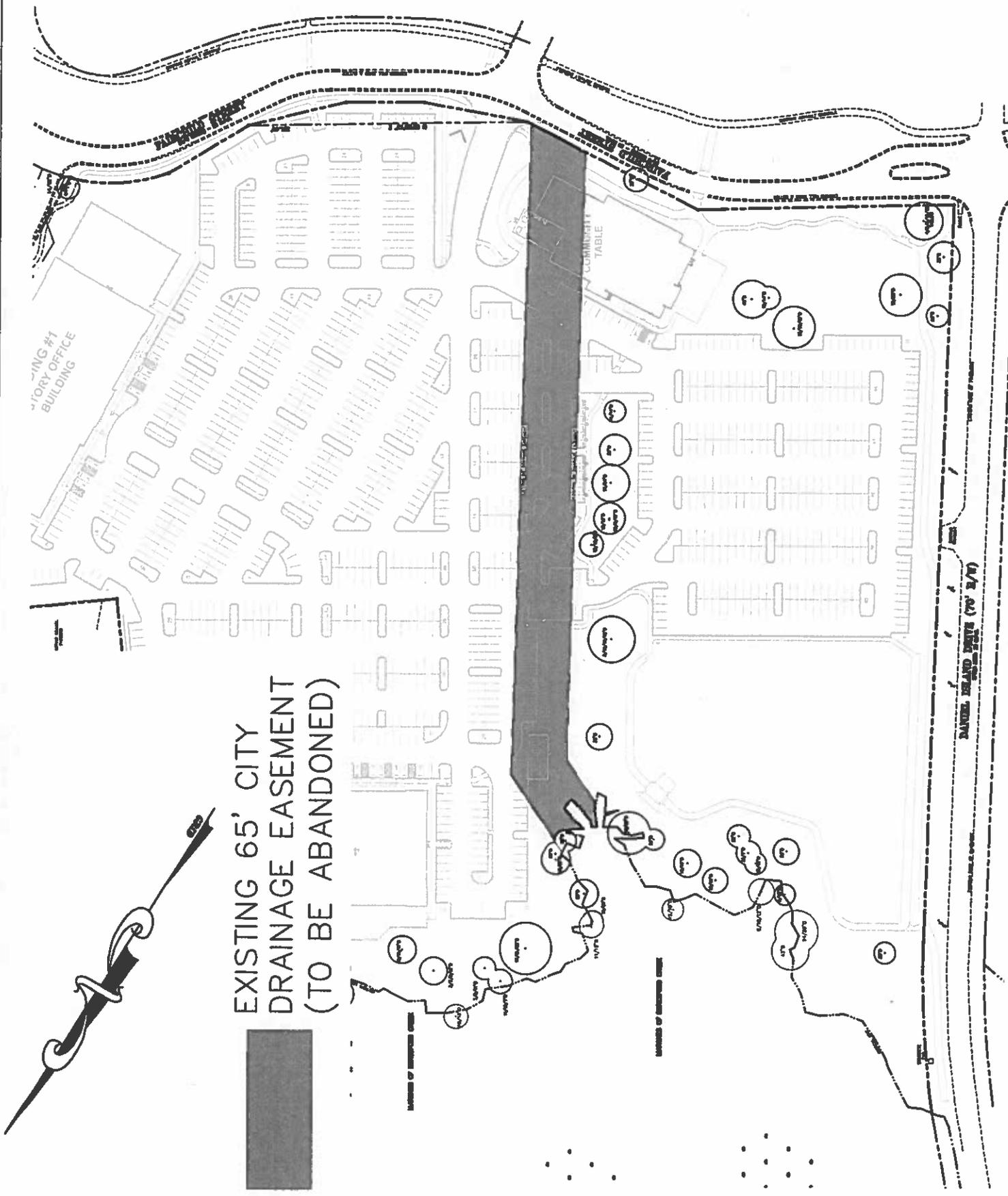
The City has no obligation to repair, replace or to compensate to the Grantor for trees, plants, grass, shrubs and other elements damaged or destroyed within the Drainage Easement during the course of its activities.

Grantor reserves the right in its sole discretion and at its expense, to convert the Drainage Easement from an open field system to a pipe system in which case the width of the Drainage

MVA: J188

FILED, RECORDED, INDEXED
08/11/1999 12:10:34PM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 2
Issued to: MIST FIRM
Register of Deeds Berkeley Co. SC
Cynthia B. Forte

2



EXISTING 65' CITY
DRAINAGE EASEMENT
(TO BE ABANDONED)



DESIGNED: T.M.D.
 DRAWN: T.M.D.
 CHECKED: T.M.D.
 JOB NUMBER: 2013-096
 DATE: JANUARY 15, 2016
 SCALE: 1" = 150'

PROJECT X
EASEMENT ABANDONMENT
EXHIBIT
 CITY OF CHARLESTON, SOUTH CAROLINA

CIVIL & STRUCTURAL
 ENGINEERING
 LAND SURVEYING
 4930 RIVERS AVENUE
 NORTH CHARLESTON, S.C.
 29406
 PHONE (843) 308-0800
 FAX (843) 308-0806



Exclusive 24-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 24-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: DIEC II, LLC

William Fishburn

Witness #1

Charles Authorized Agent

Name:

Caitlin

Witness #2

Date: 2/26/16

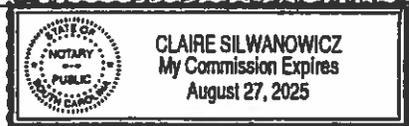
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Chad S. Colman sign, on behalf of PIEC II, 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.

Claire Silwanowicz
Signature of Witness

SWORN to before me this
2nd day of February, 2016.



Notary Public for South Carolina
My Commission Expires: 8/27/2025

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 _____, 20__.

Notary Public for South Carolina
My Commission Expires: _____

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 Edward G. Oswald sign, on behalf of, 2029 Wambaw Creek, 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
4th day of May, 2016.


Notary Public for South Carolina
My Commission Expires: 8-13-25



