

6/24

65055

2470

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) EASEMENT AGREEMENT

This Easement is given this 29th day of November, 1999, to the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina 29928, (hereinafter referred to as the "Town") by Summerfield Land, L.P. (hereinafter referred to as the "Grantor").

WITNESSETH

WHEREAS, the Town has planned a drainage project, part of which will lie on the property of the Landowner which is described hereinbelow, with said drainage project being for the benefit and use of the general public; and

WHEREAS, the Grantor is the owner of that certain real property upon which the drainage project will be located and/or traverse on, across and through; and

WHEREAS, the Grantor desires to grant the Town a permanent easement for the construction and maintenance of the aforesaid drainage project.

NOW, THEREFORE, know all men by these presents, the Grantor for and in consideration of the sum of Ten and no/100 Dollars, and other valuable consideration, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to the Town of Hilton Head Island, South Carolina, its successors and assigns, a perpetual, non-exclusive easement to plan, lay out, build, use and maintain a drainage project, on, over and across that portion of the Grantor's property which is described as follows:

All that certain piece, parcel or lot of land, lying an being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "Drainage Easement

(25447 S.F.)" on that certain plat entitled "Boundary Plat of Drainage Easement, A Portion of Chinaberry Ridge Subdivision", prepared by Terry G. Hatchell, S. C. R. L. S. 11059, and which is recorded in the R. M. C. Office for Beaufort County, South Carolina, in Plat Book 72 at Page 118. (Hereinafter, the "Easement Property")

The easement is granted and accepted subject to the following terms:

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Grantor, its successors and assigns, to utilize Grantor's property at any time, in any manner, and for any purpose, provided, however, that such use by the Grantor shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.
2. The Town shall plan, lay out, and build a drainage project upon the Easement Property, and further agrees that the use of and access to drainage project shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.
3. From the date of the commencement of the construction of the drainage project described herein, the Town shall, at its sole cost and expense, cause all timely drainage improvements, and all other improvements in general to the drainage project as shall be or shall become necessary and/or prudent for the maintenance of said drainage project.
4. The Town shall cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town shall cause the work contemplated hereunder to be completed in an expeditious and timely fashion, that the drainage project shall at all times be maintained in a safe condition, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any

2472

other part of the Grantor's property which may be damaged as a result of the Town's exercise of the rights granted hereunder to its pre-existing state.

5. By its acceptance hereof, the Town hereby warrants to the Grantor, its successors and assigns, that the granting of the within easement will not affect "set back lines" under the Town's jurisdiction of any property owned by the Grantor, its successors or assigns, within the area depicted as Phase 2, Chinaberry Ridge, or Phase 1, Chinaberry Ridge, on the plat referred to above.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officers on this 25TH day of November, 1999.

WITNESSES:

SUMMERFIELD LAND, L.P.

Glenn Mitchell
E Kathleen Stein

By:

Its:

[Signature]
GENERAL PARTNER

THE STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and as his free act and deed, deliver the within written Easement Agreement; and that s/he with the other signing witness, witnessed the execution thereof.

E. Kathleen Shine

Sworn to and subscribed before me on this 29TH Day of November, 1999.

Gillmore Mitchell
Notary Public for South Carolina
My Commission Expires: Nov. 02, 2002

ANY COMMISSION EXPIRES NOV. 2, 2002

2474

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

Lisa A. R.

By: Thomas D. Peoples
Thomas D. Peoples, Mayor

Lashua J. Smith

By: Stephen G. Riley
Stephen G. Riley, AICP, Manager

2475

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Town of Hilton Head Island, South Carolina, by and through its duly authorized Officers, sign, seal and as his free act and deed, deliver the within written Easement Agreement; and that s/he with the other signing witness, witnessed the execution thereof.

Lpc AD

Sworn to and subscribed before me on
this 8th Day of December 1999.

Laurie J Smith
Notary Public for South Carolina.
My Commission Expires ~~My Commission Expires~~
May 14, 2007

Coltrane 9354

2476

FILED
JOHN L. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

99 DEC 13 AM 8:42

BR 1240 PG 2470
FOLDER #