



BP0444384

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STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

)

TITLE TO WATER AND
WASTEWATER SYSTEMS AND
GRANTS OF EASEMENTKNOWN ALL MEN BY THESE PRESENTS, that D. R. Horton, Inc.

(Grantor) in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS to IT in hand paid at and before the sealing of these presents, by the COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS (Grantee) in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns forever, the following described property to wit:

The Water System and all property used for the transmission and distribution of potable water serving the Phase 1-A of the Oyster Point subdivision, Mt. Pleasant,
Charleston County, South Carolina, as is more particularly shown and depicted on the plans and specifications for said water system prepared by Seamon, Whiteside & Associates

bearing the date of 12/21/12, revised 7/15/14, which plans and specifications are made a part of this description by this reference, including but not limited to all wells, building, water tanks, pumps, pipes, valves, hydrants, underground water lines; all accessories and appurtenant fixtures to water lines and water service equipment; all permanent and transmissible easements for constructing and maintaining water lines; all easements, leases, permits, contract rights and/or rights-of-way for wells, underground water lines, connections and equipment located in Phase 1-A, Oyster Point subdivision, Mt. Pleasant

Charleston County, South Carolina; all apparatus, property, equipment and all other property, equipment, rights and privileges as are a part of the said water system, excluding service lines extending from the lot lines to any improvements located on developed lots or extending within the lot lines of developed lots.

AND

The Wastewater System and all property used for wastewater transportation and treatment serving Phase 1-A

Charleston County, South Carolina, as is more particularly shown and depicted on the plans and specifications for said wastewater system prepared by Seamon, Whiteside & Associates

bearing the date of 12/21/12, revised 7/15/14, which plans and specifications are made a part of this description by this reference, including but not limited to all wastewater collection lines, interceptor wastewater lines, outfall wastewater lines, gravity lines and mains; manholes and connecting lines; valves, ties and adaptors; pumps, pumping stations and connecting lines; lift stations and connecting lines; all accessories and appurtenant fixtures to service lines and wastewater service equipment; all permanent and transmissible easements for constructing and maintaining wastewater lines; easements, leases, permits, contract rights, and/or rights-of-way for wastewater service lines, connections and equipment located in or connecting to Phase 1-A, Oyster Point Subdivision, Mt. Pleasant

Charleston County, South Carolina; all treatment facilities, apparatus, property, equipment and wastewater maintenance supplies and all other property, equipment, rights and privileges as are part of said wastewater system, excluding service lines extending from the lot lines to any improvements located on developed lots or extending within the lot lines of developed lots.

Revised September, 2004



Said Water and Wastewater Systems and Grants of Easement being located in, over and upon portions of the premises heretofore conveyed to D. R. Horton, Inc. by deed from Oyster Point Developers, LLC dated December 31, 2012, and recorded in the R. M. C. Office for Charleston County on January 24, 2013, in Book 0305, Page 933, and deed dated May 9, 2014 and recorded in the Charleston County R.M.C. Office on May 15, 2014 in Book 0405 at Page 196. TMS # 561-00-00-601, 561-00-00-602 and 561-00-00-068.

Grantee's Mailing Address: Post Office Box 330, Mount Pleasant, SC, 29465-0330

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

The within conveyance is subject to the agreement of the parties hereto that the Grantee assumes no responsibility for extending water and wastewater lines beyond those shown on the aforesaid maps or plans; nor is the Grantee required at its cost to extend service lines to any undeveloped lots in the Oyster Point subdivision.

Further, the Grantor agrees not to make any representation, verbal or written, that the Grantee at its cost will extend said water and wastewater lines, and/or its main lines, beyond those which are existing at the time of this written conveyance.

The parties agree that the Grantor may landscape, grow crops, maintain private driveways or private parking areas, and utilize the lands above described subject to the easements granted by the Grantor to the Commission for any other lawful purpose; provided that the top of the water and wastewater lines are more than eighteen (18") inches under the surface of the ground, that the use of said land by the Grantor shall not, in the opinion of the Grantee, interfere or conflict in any manner with the use of said land by the Grantee for the purposes hereinabove mentioned, and that no use of said land shall be made by the Grantor that would, in the opinion of the Grantee, injure, endanger or render inaccessible the water and/or wastewater system. No building or structure shall be erected by the Grantor or anyone else on any right-of-way herein granted or so close thereto as to impose any load or stress thereon. Sidewalks may cross over the water line perpendicular, but may not be installed in a parallel direction over the water line. The Grantor covenants and agrees that, if any building or other structure should be placed adjacent to any water and/or wastewater lines or facilities, no claim for damages or compensation shall be made by the Grantor, his, its or their heirs, successors and assigns, on account of or by reason of any damage that might occur to such building or structure, or the contents thereof, by reason of the construction, operation, maintenance, repair or improvement of said water and/or wastewater utility facilities or their appurtenances, or by reason of any accident or mishap that might occur therein or thereto.

The Grantor further covenants and agrees that if Grantor elects to make any improvements within or on any easement herein granted, either by way of landscaping, construction of entrance or exit driveways, parking areas, installation of sidewalks or otherwise and subsequent repairs, maintenance, relocations, substitutions, additions, or improvements by the Commission to its utilities located in, or to be located in, the within granted easement are necessary, the Grantor and its successors shall be responsible and pay for the cost of any and all restoration and replacement of landscaping, driveways, parking areas and sidewalks, which may be disturbed by the Commission and further agrees to hold harmless, excuse, and release the Commission from any and all responsibility to restore, replace, or pay damages for any such landscaping, driveways, sidewalks, or paved areas which may be disturbed by the Commission in the exercise of its rights hereunder. In the event a sidewalk needs to be removed in order to access a water line, it will be the developer and/or Homeowner Association's responsibility to replace the sidewalk.

The Grantor grants to the Grantee the following permanent easements:

1. a permanent easement of ingress and egress through, over and across such of the roads and avenues in the Oyster Point subdivision as may be necessary for the operations, maintenance, repair, and/or improvement of said water/wastewater systems.
2. a permanent easement or right-of-way fifteen (15') feet in width extending 7.5 feet from the centerline of the pipe on each side, and extending along the entire length of each water and wastewater pipe up to and including water meter and appurtenances.
3. a permanent easement right-of-way fifteen (15') feet in width extending along the entire length of the water/wastewater pipes and appurtenances as shown on the aforesaid maps or plans.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said COMMISSIONERS OF PUBLIC WORKS OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns forever.

AND it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said COMMISSIONERS OF PUBLIC WORK OF THE TOWN OF MOUNT PLEASANT, SOUTH CAROLINA, also known as the MOUNT PLEASANT WATERWORKS, its successors and assigns, against it and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Revised September, 2004

WITNESS its Hand and Seal, this 3rd day of December, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

B. O. M.
Sara Dsk

D. R. HORTON, INC.

(Seal)

BY: DH

ITS: Assistant Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, Maria L Barnett, Notary for South Carolina, do hereby certify that
D. R. Horton, Inc., by Doug K. Nicoll, Assistant Secretary, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3rd day of December, 2014

Maria L Barnett
Notary Public for South Carolina

My commission expires: 9/29/15

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF CHARLESTON

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

1. I have read the information before me the undersigned, who being duly sworn, deposes and says:

2. The property is being transferred BY DA HORTON INC

TO Commissioners of Public Works for the Town of Mount Pleasant ON 12/3/14

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 for consideration paid or to be paid in money or money's worth.
(c) X EXEMPT from the deed recording fee because (exemption# 2)
(Explanation If required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check on of the following if either item 3(a) or item 3(b) above has been checked.

- (a) N/A The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
(b) N/A The fee is computed on the fair market value of the realty which is \$ _____
(c) N/A The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____

5. Check YES N/A or NO N/A 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) N/A the amount listed in item 4 above
(b) N/A the amount listed in item 5 above (no amount place zero)
(c) N/A Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Assistant Secretary of Grant

8. 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.

Sworn to before me this 18th
day of November 20 14
Mare L Barrett
Notary Public for South Carolina
My Commission Expires: 9/29/15

DA HORTON INC
Grantor, Grantee, or Legal Representative
connected with this transaction

DAVID NICOLL
Print or Type Name here

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED

Date: December 4, 2014

Time: 2:18:54 PM

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

D R HORTON INC

Note:

of Pages: 6

RECIPIENT:

CPW MT PLEASANT AL

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ 1.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 11.00

Original Book:**Original Page:**

AUDITOR STAMP HERE

RECEIVED From RMC

DEC 05 2014

PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP

DATE

DRAWER Drawer 2
CLERK JBA



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Recorded Date



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