

ATTACHMENT 5

BEAUFORT COUNTY SC - ROD
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09/26/2023 03:59:59 PM
RCPT# 1145162
RECORDING FEES 25.00

Prepared by (without the Benefit of Title) and
When Recorded, Return To:
Butler & College, LLC
152 State Street, Ste. 201
Bluffton, SC 29910

(Space above this line for recorders use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into on this 21st day of Sept., 2023, (hereinafter, the "Effective Date") by and between **May River Montessori, Inc., a South Carolina non-profit corporation** (hereinafter, whether singular or plural, the "Grantor") and **Charles C. Wetmore and Susan H. Wetmore** (hereinafter, whether singular or plural, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the record owner of a of Parcel 123, commonly known as the May River Montessori school located at 60 Calhoun Street, Bluffton, SC, 29910 as shown on the certain plat attached hereto as Exhibit A, and to be filed in the Office of the Register of Deeds for Beaufort County, South Carolina (hereinafter, the "Property").

WHEREAS, the Grantee is the record owner of the parcel of real property located in Beaufort County, South Carolina, commonly known as 48 Lawrence Street as shown on the certain plat or various plats files or to be filed in the Office of the Register of Deeds for Beaufort County, South Carolina (hereinafter, the "Dominant Property"), which real property is more specifically described as:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and having the following boundaries and measurements, to wit: Bound on the North by Lawrence Street and measuring thereon a distance of 80', more or less; on the East by land now or formerly of the heirs of Jesse D. Peebles and measuring thereon 250', more or less; on the South by lands now or formerly of W.J. Fripp and measuring thereon 80, more or less; on the West by lands now or formally of the heirs of Benjamin Peterson and measuring thereon 250°, more less.

This being the same property conveyed to the within Grantor by deed of Peter A. Palladino and Deborah M. Palladino dated May 13, 2019 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on May 15, 2019 in Book 3759 at Page 3272-3273.

This is the same property described as:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and having the following boundaries and measurements, to wit: Beginning at an iron pin found (IPF) on the Southwest Corner of Parcel 123B and running N 18°15'49"E for a distance of 255.24 feet to a point; thence running South 72°02'18"E for a distance of 80.00 feet to a point; thence running South 18°15'49"W for a distance of 251.98 feet to a point; thence running North

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74°22'25" \West for a distance of 80.08" to the point of beginning, as shown on a drawing prepared by T-Square Surveying Company, LLC by William J. Smith, PLS#26960, said drawing being dated January 30, 2019, a copy of which is attached as Exhibit "A-1" and incorporated herein by reference.

WHEREAS, the Grantee has requested a perpetual, non-exclusive easement, which the Grantor has agreed to grant pursuant to the terms herein;

WHEREAS, the Parties hereto desire to execute this Agreement to clarify and/or set forth the scope of the Easement granted to the Grantee; and

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that Grantor, for good and valuable consideration, of which entails **Grantees agreement to join Grantor in requesting the Town of Bluffton to close Green Street**, the receipt of sufficiency of which are acknowledged, and no other monetary consideration to the Grantor in hand paid for the easements granted hereunder, by these presents does hereby bargain, grant and sell to the Grantee, its successors and assigns, a perpetual, non-exclusive easement upon, over, along, across, through, and under the Property for the purposes and as more full set forth herein, to wit:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.
2. **Consideration and Waiver of Just Compensation.** Grantor hereby desires and agrees to convey the Easement to the Grantee for no monetary consideration. Further, Grantor acknowledges that the Grantor has been fully informed of Grantor's right to receive just compensation for the Easement.
3. **Grant of Permanent Easement.** The Grantor hereby grants and conveys to the Grantee, its successors, assigns, contractors, agents, invitees, and licensees, and employees, a **fifteen (15) foot easement running along the western property line of Parcel 123, running along the eastern property line of the Dominant Property as shown on Exhibit A attached hereto** (hereinafter the "Easement"). The Easement shall be non-exclusive, perpetual, transferrable, irrevocable right-of-way for ingress and egress for residential purposes on the Dominant Property, including cutting timber, clearing land, building driveways, and providing the utilities thereto, so long as they are underground. Said Easement rights include, but are not limited to, the right from time to time to remove, cut, trim or clear and keep clear trees, underbrush, structures and obstructions upon said easement, provided however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain said easement. Furthermore, Grantor and Grantor's heirs, successors, and assigns will have full use of the surface area of the easement; provided, however, that neither Grantor, nor Grantor's heirs, successors, or assigns shall construct, build, or place any permanent structure over the surface of easement which impedes the ingress or egress from the dominate estate. This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors, and assigns.

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including without limitation, the right of ingress to and egress from the Dominant Property.

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TO HAVE AND TO HOLD, subject to the conditions and limitations set forth herein, all and singular, the rights, privileges, and easements aforesaid unto the Grantee, its successors and assigns.

AND, the Grantor does hereby bind themselves and their heirs, successors, and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its heirs, successors, and assigns against Grantor and Grantor's heirs, successors, and assigns and against every person whomsoever claiming or to claim the same or any part thereof.

4. **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each party hereto, and recorded in the Beaufort County Register of Deeds.
5. **Construction of Agreement.** Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court by reason of such party having or being deemed to have structured, dictated, or drafted any provision of this Agreement.
6. **Maintenance of Easement.** The Grantees shall be responsible for the maintenance and upkeep of the easement.
7. **Successors and Assigns.** All provisions of this Agreement shall run with the land and bind and inure to the benefit of each party and each party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.
8. **Merger Provision.** This Agreement contains the entire agreement between the Parties with respect to the issues set forth herein. All other discussions, proposals, agreements or offers are merged into this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized representative this the 21st day of Sept, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signed 12/1/23
[Signature]
Witness
[Signature]
Witness

May River Montessori, Inc.,
a South Carolina non-profit corporation

[Signature]
By: Catherine Runyan
Its: May River Board Secretary

[Signature]
Dawn R Miller
May River Board Chair

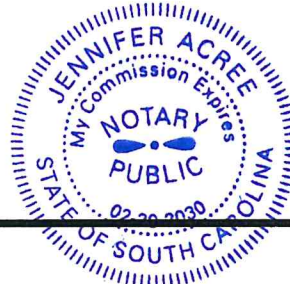
STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me Catherine Runyan by Dawn R Miller for May River Montessori, Inc., a South Carolina non-profit corporation, on this the 21st day of Sept, 2023.

[Signature]
Notary Public for South Carolina
My Commission Expires: 02-20-2030



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IN WITNESS WHEREOF, the Grantee has caused this instrument to be signed, sealed and delivered by its duly authorized representative this the 18 day of Sept, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Charles C. Wetmore

Witness

Susan H. Wetmore

STATE OF SOUTH CAROLINA)

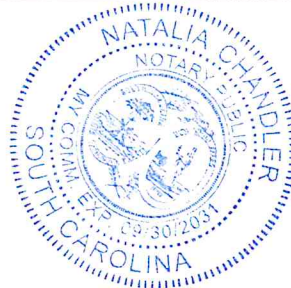
COUNTY OF Beaufort)

ACKNOWLEDGMENT

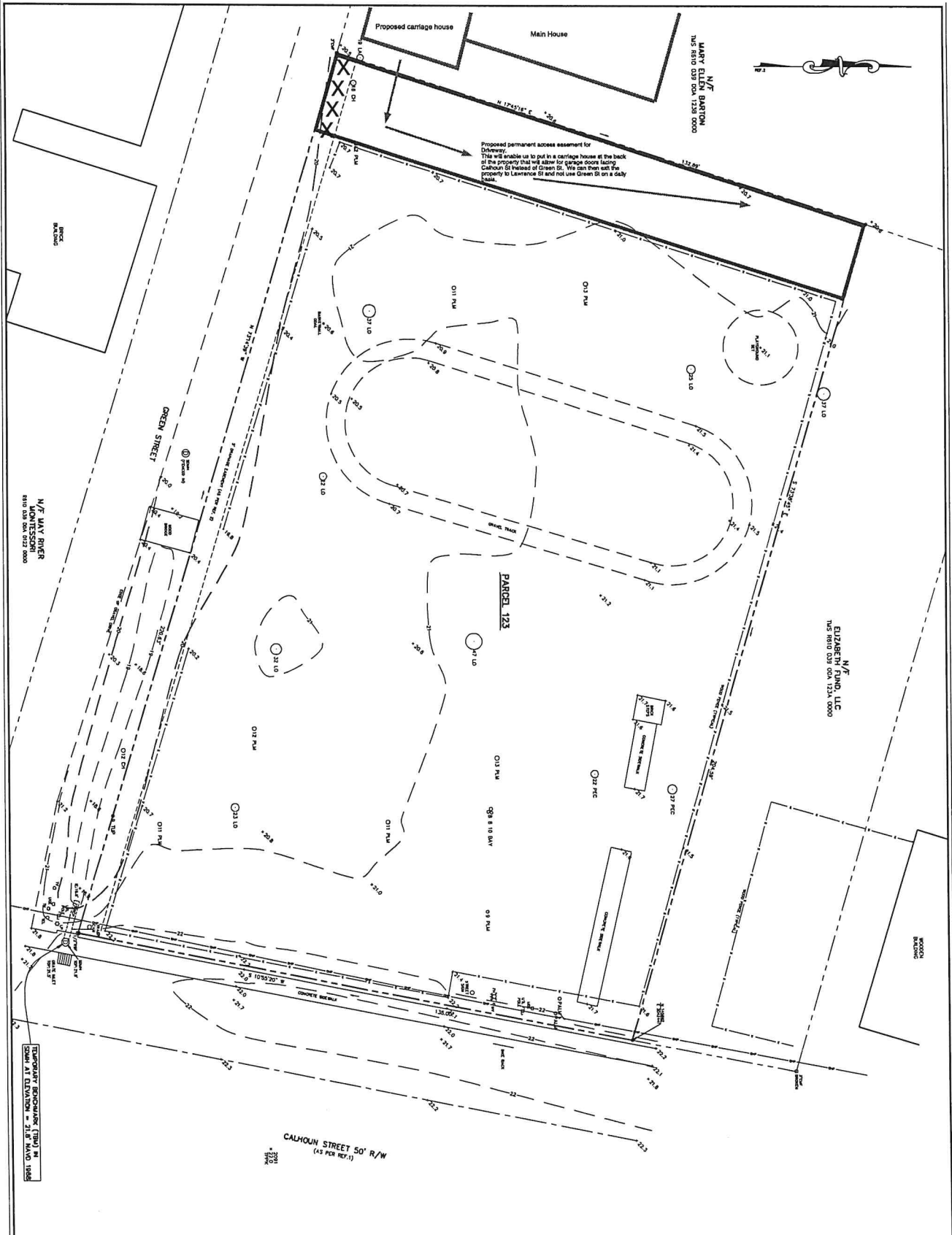
THE FOREGOING instrument was acknowledged before me 9/18/23 by Natalia Chandler Sept for Charles C. Wetmore and Susan H. Wetmore, on this the 18 day of Sept, 2023.

Notary Public for South Carolina

My Commission Expires: 9/30/2031



ATTACHMENT 5



GRAPHIC SCALE

0 10 20

1" = 10'

GRAPHIC SCALE

0 10 20

1" = 10'

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
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10. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

LEGEND:

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REMARKS:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

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9. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

10. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

PROJECT:

Parcel 123

Green Street

Calhoun Street

N/F May River

Elizabeth Fund, LLC

DATE:

10/1/2023

BY:

John A. Cook

FOR:

Elizabeth Fund, LLC