

**RESERVED FOR RECORDING
PURPOSES:**

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

Attn: E. Richardson LaBruce

Post Office Box 24005

Hilton Head Island, South Carolina 29925

BURR FORMAN LLP

Attn: Sarah Robertson, Esq.

4 Clarks Summit Drive, Suite 200

Bluffton, South Carolina 29910

UPON RECORDING, PLEASE RETURN TO:

TOWN OF BLUFFTON

Attn: Town Clerk

20 Bridge Street

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**EXTINGUISHMENT OF EASEMENT
(Record Book 3019 at Page 1655)**

THIS EXTINGUISHMENT OF EASEMENT ("*Extinguishment*") is made effective as of _____, 2025 (the "*Termination Date*"), by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Town*") and **BEAUFORT COUNTY SCHOOL DISTRICT**, a political subdivision of the State of South Carolina (the "*District*"); collectively hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*".

WITNESSETH:

WHEREAS, the Town is the fee simple owner of that certain parcel of real property consisting of approximately 19.753 acres, more or less, located within the Town of Bluffton, South Carolina, assigned Beaufort County Tax Map No. R610-022-000-1094-0000, and described as "Proposed Parcel, A Portion of Parcel 13A" on that certain plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156 (the "*Plat*"), which parcel is more particularly described on **EXHIBIT "A"** hereto and which is incorporated herein by reference (the "*Town Property*"); and,

WHEREAS, the District acquired from Indian Hill Associates, LLC fee simple title to that certain parcel of real property consisting of approximately 102.511 acres, more or less, located within the Town of Bluffton, South Carolina, assigned Beaufort County Tax Map No. R610-022-000-013A-0000, and described as "Parcel 13A" on the Plat, which parcel is more particularly described on **EXHIBIT "B"** hereto and which is incorporated herein by reference (the "*District Property*"); and,

WHEREAS, on December 14, 2010, Indian Hill Associates, LLC, as the predecessor-in-title to the District Property, and the Town entered into that certain *Easement Agreement*, which easement was recorded in of the Office of the Register of Deeds for Beaufort County, South Carolina on December 16, 2010, in Book 3019 at Page 1655 (the "*Easement Agreement*"); and,

WHEREAS, the Easement Agreement established and granted unto the Town certain perpetual, appurtenant, and non-exclusive access and utility easements over a proposed 50' in width

easement area, as depicted on the Plat and set forth in the Easement Agreement (collectively, the “Easements”); and,

WHEREAS, the Parties are the current owners of all the real property benefited and burdened by the Easement Agreement and the Easements established thereby, the Town intends to transfer title to the Town Property to the District contemporaneously herewith pursuant to separate written agreement, and the Easements established by the Easement Agreement are no longer necessary for access to the Town Property, the Parties desire to terminate the Easement Agreement and extinguish all Easements established therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals and all exhibits attached hereto 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 Extinguishment.

2. **Termination.** The Easement Agreement and any amendments thereto and all Easements established thereunder or by the Plat are hereby terminated as of the Termination Date and of no further force and effect; and all other rights, interests and obligations of the Parties, and any successors in interest, arising in, under or through the Easement Agreement or the Easements are hereby terminated and extinguished.

3. **Miscellaneous.** This Extinguishment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. 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 section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

(Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.)

IN WITNESS WHEREOF, the Town has set its Hand and Seal, with the intent to be legally bound thereby, by its duly authorized signatory as of this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN:
TOWN OF BLUFFTON, a South Carolina
municipal corporation

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

By: _____ (L.S.)
Name: STEPHEN STEESE
Title: TOWN MANAGER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for TOWN OF BLUFFTON, a South Carolina municipal corporation, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the Town, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Signature of Notary Public) (SEAL)

Printed Notary Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

IN WITNESS WHEREOF, the District has set its Hand and Seal, with the intent to be legally bound thereby, by its duly authorized signatory as of this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DISTRICT:

BEAUFORT COUNTY SCHOOL DISTRICT, a
political subdivision of the State of South
Carolina

(Signature of First Witness)

(Printed Name of First Witness)

(Signature of Second Witness or Notary Public)

(Printed Name of Second Witness or Notary Public)

By: _____ (L.S.)

Name: FRANK RODRIGUEZ

Title: SUPERINTENDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared FRANK RODRIGUEZ as SUPERINTENDENT for BEAUFORT COUNTY SCHOOL DISTRICT, a political subdivision of the State of South Carolina, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the District, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Signature of Notary Public) (SEAL)

Printed Notary Name: _____
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT A
(TOWN PARCEL LEGAL DESCRIPTION)

ALL that certain piece, parcel or tract of land located in the Town of Bluffton, Beaufort County, South Carolina, and containing approximately 19.753 acres, and shown and described as "PROPOSED PARCEL, A PORTION OF PARCEL 13A" on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District 610, Tax Map #22," dated December 28, 2009, prepared by T-Square Group, Inc., and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156. For a more complete description, reference may be had to said plat of record.

DERIVATION CLAUSE: This being the same property conveyed to the Town of Bluffton by deed of Indian Hill Associates, LLC, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on December 16, 2010, in Book 3019 at Page 1613.

TAX MAP NO.: R610-022-000-1094-0000.

EXHIBIT B
(DISTRICT PARCEL LEGAL DESCRIPTION)

ALL that certain piece, parcel or tract of land situate, lying and being within Bluffton Township, Beaufort County, South Carolina, consisting of 102.511 acres, more or less, and shown and described as "Parcel 13A", on a plat of survey entitled "A Proposed Boundary Subdivision of Parcel 13A, District 610, Tax Map #22," dated December 28, 2009, prepared by T-Square Group, Inc., and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 131 at Page 156. For a more complete description, reference may be had to said plat of record.

DERIVATION CLAUSE: This being a portion of the same property conveyed to the District by deed of Indian Hill Associates, LLC, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on _____, 2025, in Book ____ at Page ____.

TAX MAP NO.: R610-022-000-013A-0000.