

Special City Council Meeting
4:30 p.m., Tuesday, June 19, 2018
Council Chambers
1207 Palm Boulevard
Isle of Palms, South Carolina

AGENDA

1. Call to order and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **PURPOSES**
 - A. **First Reading, by title only, of Ordinance 2018-10 – AN ORDINANCE AMENDING TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING, STANDING, AND PARKING OF VEHICLES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO PROHIBIT BOAT TRAILER PARKING ON WATERWAY BOULEVARD; TO PROHIBIT BOAT TRAILER PARKING ON 41ST AVENUE; AND TO PROVIDE AN EXCEPTION FOR VEHICLES DISPLAYING A VALID RESIDENT PARKING PERMIT TO PARK WITH ATTACHED BOAT TRAILERS ALONG THE RIGHTS-OF-WAY OF 41ST AVENUE FROM WATERWAY BOULEVARD TO THE TERMINUS OF 41ST AVENUE WHERE PARKING IS NOT OTHERWISE PROHIBITED.**
 - B. **Consideration of proposed relocation of City's drainage easement over property owned by Wild Dunes LLC in the vicinity of The Village pool at Wild Dunes LLC's expense and amendment to the Easement Agreement.**
 - C. **Consideration of proposed reduction of City's 50-foot drainage easement along Palmetto Drive over property owned by Wild Dunes LLC.**
3. **Executive Session – if needed**
4. **Adjournment**

ORDINANCE 2018-10

AN ORDINANCE AMENDING TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING, STANDING, AND PARKING OF VEHICLES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO PROHIBIT BOAT TRAILER PARKING ON WATERWAY BOULEVARD; TO PROHIBIT BOAT TRAILER PARKING ON 41ST AVENUE; AND TO PROVIDE AN EXCEPTION FOR VEHICLES DISPLAYING A VALID RESIDENT PARKING PERMIT TO PARK WITH ATTACHED BOAT TRAILERS ALONG THE RIGHTS-OF-WAY OF 41ST AVENUE FROM WATERWAY BOULEVARD TO THE TERMINUS OF 41ST AVENUE WHERE PARKING IS NOT OTHERWISE PROHIBITED.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED:

SECTION 1. That Article A, "General Provisions," Section 8-2-2, "General prohibitions," is hereby amended by deleting Paragraph (2) in its entirety and replacing it with a new Paragraph (2) to state as follows:

"(2) No person shall park a truck or other vehicle having an overall length of more than twenty feet (20') at any point, including trailers, upon any street right-of-way for more than one (1) hour or as long as is reasonably necessary to load or unload passengers or materials. Notwithstanding the provisions of this subsection to the contrary, patrons of the Isle of Palms Marina shall be permitted to park vehicles with attached boat trailers in accordance with the following requirements:

(a) Vehicles displaying a valid resident parking permit in compliance with Article B of this chapter shall be permitted to park with attached boat trailers along the rights-of-way of 41st Avenue from Waterway Boulevard to the terminus of 41st Avenue where parking is not otherwise prohibited."

SECTION 2. That Article B, "Resident Parking Districts," Section 8-2-31, "Obedience to parking regulations," is hereby amended in Paragraph (c) to state as follows:

"(c) Parking a truck or vehicle having an overall length of more than twenty feet (20') at any point, including trailers, is prohibited upon any street right-of-way in a resident parking district for more than one (1) hour or as long as is reasonably necessary to load or unload passengers or materials, except that vehicles displaying a valid resident parking permit shall be permitted to park with attached boat trailers along the rights-of-way of 41st Avenue from Waterway Boulevard to the terminus of 41st Avenue, where parking is not otherwise prohibited, for access to the Isle of Palms Marina."

SECTION 3. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 4. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 5. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS,
ON THE _____ DAY OF _____, 2018.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading:_____

Public Hearing:_____

Second Reading:_____

Ratification:_____

Title 8 – Motor Vehicles and Traffic
Chapter 2 – Stopping, Standing, and Parking of Vehicles

Article A – General Provisions

Sec. 8-2-2. - General prohibitions.

- (2) No person shall park a truck or other vehicle having an overall length of more than twenty feet (20') at any point, including trailers, upon any street right-of-way for more than one (1) hour or as long as is reasonably necessary to load or unload passengers or materials. Notwithstanding the provisions of this subsection to the contrary, patrons of the Isle of Palms Marina shall be permitted to park vehicles with attached boat trailers in accordance with the following requirements:
- (a) Vehicles displaying a valid resident parking permit in compliance with Article B of this chapter shall be permitted to park with attached boat trailers along the rights-of-way of 41st Avenue ~~and Waterway Boulevard~~ from Waterway Boulevard to the terminus of 41st Avenue where parking is not otherwise prohibited; ~~and~~.
- (b) ~~All other vehicles shall be permitted to park with attached boat trailers along the rights-of-way of 41st Avenue where parking is not otherwise prohibited or designated as resident parking pursuant to Article B of this chapter.~~

Article B – Resident Parking Districts

Sec. 8-2-31. - Obedience to parking regulations.

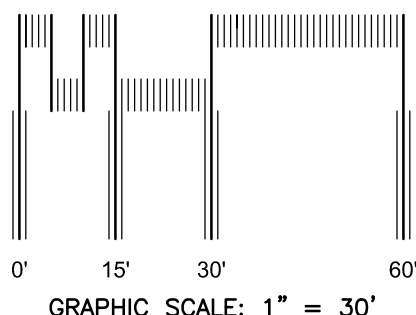
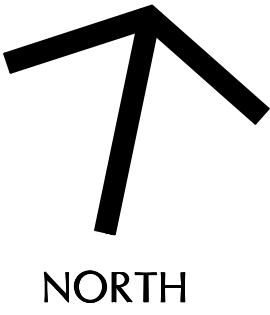
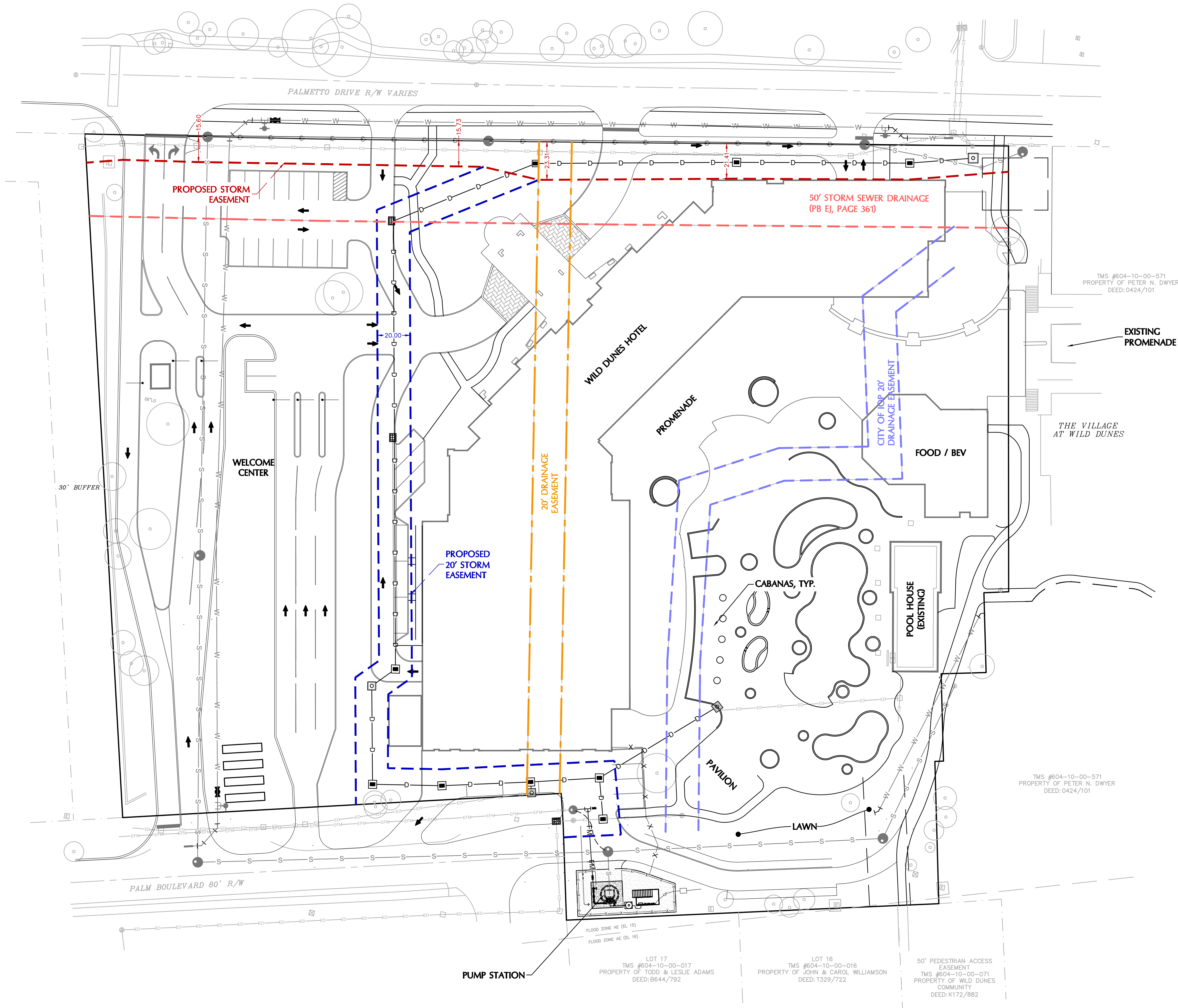
- (c) Parking a truck or vehicle having an overall length of more than twenty feet (20') at any point, including trailers, is prohibited upon any street right-of-way in a resident parking district for more than one (1) hour or as long as is reasonably necessary to load or unload passengers or materials, except that vehicles displaying a valid resident parking permit shall be permitted to park with attached boat trailers along the rights-of-way of 41st Avenue from Waterway Boulevard to the terminus of 41st Avenue, ~~and Waterway Boulevard~~ where parking is not otherwise prohibited, ~~for access to the Isle of Palms Marina.~~

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THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

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10/18/2018 1:30 PM BY: Key Little
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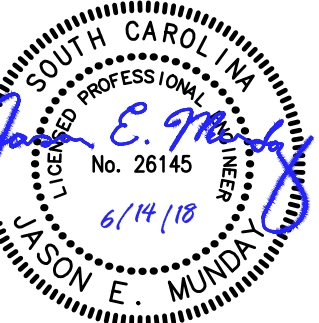
- PHASE 3
EXISTING STORM EASEMENT TO BE
ABANDONED
- PHASE 3
PROPOSED STORM EASEMENT
- PHASE 2
EXISTING STORM
EASEMENT TO BE REDUCED
- PHASE 2
PROPOSED STORM EASEMENT
- PHASE 1
ABANDONED STORM EASEMENT

NOTE:
THIS SHEET IS INCLUDED FOR REFERENCE
PURPOSES ONLY TO SHOW THE INTENT FOR THE
FUTURE DEVELOPMENT OF THE WILD DUNES
RESORT HOTEL. THIS SITE PLAN IS CONCEPTUAL
IN NATURE AND SUBJECT TO CHANGE.

SW SEAMONWHITESIDE



**WILD DUNES RESORT
HOTEL
EARLY SITE PACKAGE**
ISLE OF PALMS, SC



DRAWN BY: TLL/JRT
CHECKED BY: JEM

PROJECT: 7000
DATE: 3/5/2018

NO.	DATE	REVISION NOTES
1	5.16.18	ISSUE FOR CONSTRUCTION

STORM
EASEMENT
EXHIBIT

607 Pendleton Street, Suite 100
Greenville, SC 29601-3319
864.298.0534 (F) 864.298.8018

501 Wando Park Blvd., Suite 200
Mount Pleasant, SC 29464-7949
843.884.1667 (F) 843.884.6944

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT AND GRANT OF
TEMPORARY DRAINAGE EASEMENT

THIS AGREEMENT is made and entered into by and between Lowe Wild Dunes Investors, L.P., a South Carolina Limited Partnership ("LWDI" or "Grantor") and the City of Isle of Palms, S.C., a South Carolina municipal corporation ("City" or "Grantee") this 11th day of January, 2011.

WHEREAS, the City intends to install a stormwater collection system in the City of Isle of Palms, in the general vicinity of Palm Boulevard, including, but not limited to, the area between 53rd Avenue and 57th Avenue (the "City System"); and

WHEREAS, the City desires to connect the City System with the stormwater collection and discharge system operated by Wild Dunes Community Association in Wild Dunes Resort (the “WDCA System”) in order to discharge the stormwater collected by the City System; and

WHEREAS, WDCA has agreed to allow the City System to discharge the stormwater it collects into the WDCA System and has executed an Agreement and Grant of Perpetual Drainage Easement dated November 15, 2006; and

WHEREAS, Grantor owns certain real property over, under, and upon which City desires to install drainage lines for the purpose of collection and transfer of stormwater drainage by the City System for discharge into the WDCA System; and

WHEREAS, Grantor wishes to grant the City an easement on Grantor's real property for construction and use of stormwater drainage facilities to accommodate the City's current needs while allowing for relocation in the future if needed by Grantor.

THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by City to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Grantor hereby grants to City a non-exclusive easement for the purpose of construction of stormwater drainage facilities for collection and transfer of stormwater drainage by the City System for discharge into the WDCA System (the "Easement") over, under and upon the Grantor's real property described in Exhibit A, and as shown on that certain plat prepared by Civil Site Environmental, dated February 10, 2010 (revised November 4, 2010) attached as Exhibit B and labeled thereon as "New 20' Temporary Drainage Easement Area per Lowe Properties" (the "Easement Area").

2. Subject to prior written approval by Grantor of the repair and restoration scope of work for the affected Easement Areas the City shall have the right to construct, install and maintain within the Easement Area all drainage lines, collection boxes, pumps, electrical boxes, and any other improvements which may from time to time be utilized in connection with the operation of the City System. The City shall meet with Grantor prior to commencement of the work detailed above to obtain approval from Grantor of the scope of work for the repair and restoration of the affected Easement Area. Such meeting shall occur no less than five (5) days prior to commencement of work. Grantor also grants to City a temporary easement over such lands of Grantor which immediately adjoin the Easement Area as is necessary to install or maintain the City System. The City shall at its expense repair and restore the easement area affected by the installation to the same condition of the area prior to the installation, including performing the restoration to the criteria and details shown and described in Exhibit C.

3. The City agrees to operate and maintain its stormwater system pursuant to all applicable local, state and federal laws, rules, and regulations.

4. The Easement shall burden the lands of Grantor as set forth on attached plat in Exhibit B. All provisions of this Agreement, including the benefits and burdens, shall be considered as covenants running with the land and are and shall remain binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

5. This Easement may be modified by the parties at any time by mutual consent by recorded instrument which refers to this grant of Easement.

6. Grantor agrees that it shall make no use of the Easement Area for any purpose which interferes with the use of the Easement by the City except as specified under Paragraph 7 hereunder. Grantor further agrees to provide the City with written notice prior to placing any new structures upon the Easement Area or making alterations or modifications to the existing contours or other physical characteristics of the land comprising the Easement Area.

7. If at any time the Easement interferes with Grantor's development of the land comprising the Easement Area, Grantor and City shall modify the Easement to a mutually beneficial location, in which case the City shall relocate the Easement at its own expense. Upon completion of Grantor's development of the land comprising the Easement Area, the parties hereto shall execute and record a permanent drainage easement agreement defining the actual location of the Easement Area as relocated and constructed by the City, at which time this Easement shall automatically terminate.

8. Grantor hereby warrants to the City that Grantor holds a fee simple title to the Easement Area subject to all matters of record; Grantor has the full right, power and authority to grant the Easement; the City, its successors and assigns, shall quietly enjoy the Easement for the uses stated herein unless and until it is relocated by mutual agreement; and the execution and delivery of this Agreement by Grantor do not conflict with or constitute a default under any mortgage or other agreement to which Grantor may be bound.

TO HAVE AND TO HOLD, all and singular, the Easement unto the City, its successors and assigns forever.

And Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the Easement unto the City, its successors and assigns, against Grantor and its successors, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned agents, as of the date stated above.

WITNESS:

Anthony S. Wilk
Mr. Capeland

(as to City)

The City of Isle of Palms, S.C.

By: [Signature]
Title: City Administrator

[Signature]
John Corbishy

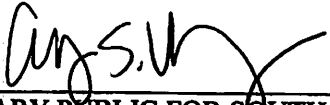
(as to LWDI)

Lowe Wild Dunes Investors, L.P.

By: Mark Mioduch
Title: VICE PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above named City of Isle of Palms, S.C., by and through the above-named agent, personally appeared before me this 25th day of January, 2010, and acknowledged the due execution of the foregoing instrument.

 (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1/18/2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above named Lowe Wild Dunes Investors, LP, by and through the above-named agent, personally appeared before me this 11th day of January, 2010, and acknowledged the due execution of the foregoing instrument.


 (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires July 14, 2018

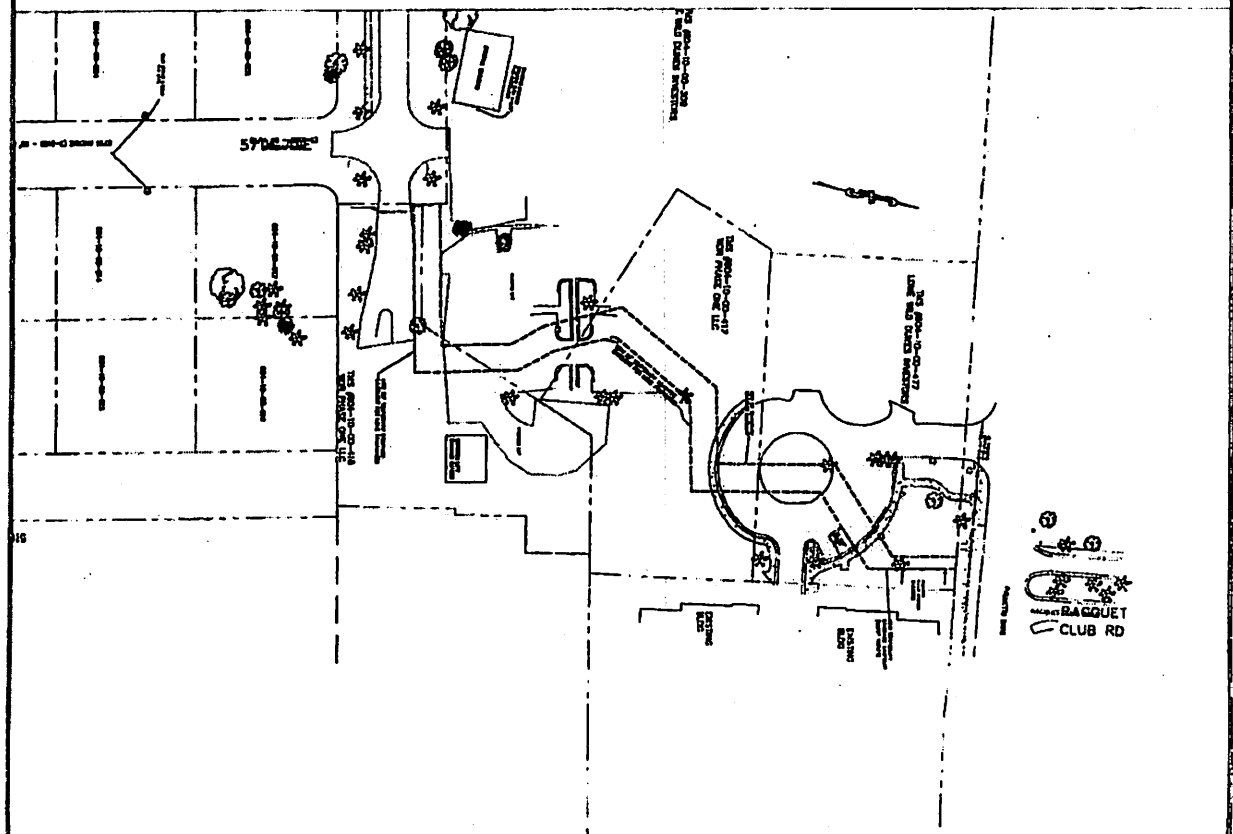
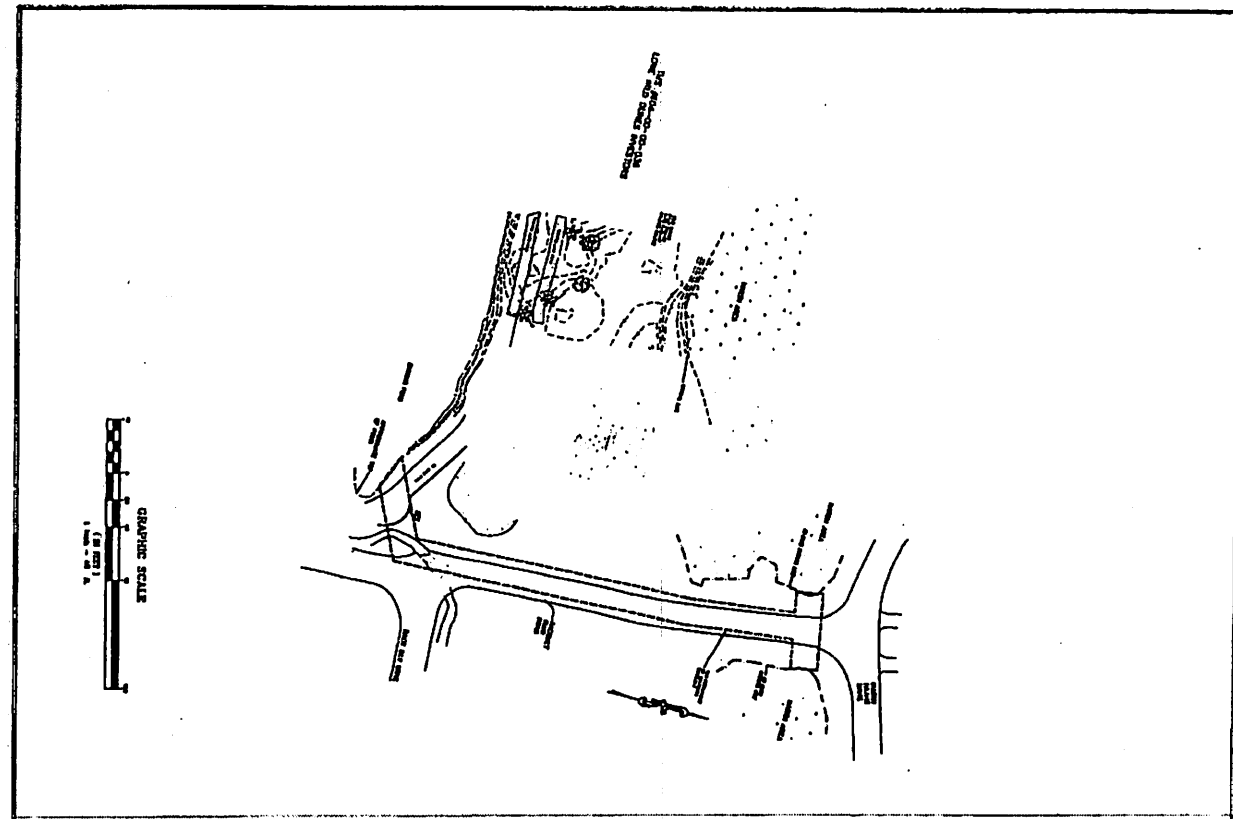
EXHIBIT A

Description of real property of Lowe Wild Dunes Investors, LP

ALL those certain lots, pieces or parcels of land with the improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, and shown and designated as "Parcel 6A, Parcel 8 and Parcel A" on a plat entitled "*SUBDIVISION PLAT OF THE VILLAGE AT WILD DUNES CITY OF ISLE OF PALMS, SC*" prepared by Stantec Consulting Services, Inc. and recorded March 21, 2006, in Plat Book EJ, Page 605 in the RMC Office for Charleston County, South Carolina. Said tract having such sizes, shapes, buttings and boundings, courses and distances as will by reference to said plat more fully and at large appear.

EXHIBIT B

**Plat prepared by Civil Site Environmental
dated February 10, 2010 (revised November 4, 2010)
Showing "New 20' Temporary Drainage Easement Area per Lowe Properties"**



E100 SHEET NUMBER 820 OF 100 SHEETS				PROJECT: 54TH TO 57TH AVE DRAINAGE IMPROVEMENTS	REVISIONS 1. 5/1/10 10:00 AM 10:00 AM 10:00 AM 10:00 AM 10:00 AM
				EXHIBIT SHOWING DRAINAGE EASEMENT THROUGH PROPERTY OF LOWE WILD DUNES INVESTORS FOR: CITY OF ISLE OF PALMS	

EXHIBIT C

Restoration Criteria and Description Following Installation

The City repair and restoration of the Easement Area shall meet the following criteria and description. A meeting between the City and LWDI to review and approve specific restoration plans shall be held at least five (5) days prior to commencement of the City System work being performed by the City in the Easement Area.

The City shall provide for the complete repair and restoration of the Easement Area to the approval and full satisfaction of LWDI, which approval shall not be unreasonably withheld. It is anticipated that the work will disturb the existing Village at Wild Dunes check-in circle and surrounding area including landscaping, irrigation and affected underground utilities. The City will restore all such features and affected areas back to their original pre-construction state based on the approval by LWDI of the repair and restoration work. The specific plans and design for the repair and restoration work of the affected areas will be reviewed at the aforementioned meeting between the City and LWDI at least five (5) days prior to the commencement of the City System work performed in the Easement Area. Subsequent to the meeting and review LWDI will provide written approval with any and all conditions for the repair and restoration site work for all affected areas within the Easement Area.



BP0338207

STATE OF SOUTH CAROLINA) **AMENDED AND RESTATED AGREEMENT**
) **AND GRANT OF TEMPORARY**
COUNTY OF CHARLESTON) **DRAINAGE EASEMENT**

This Amended and Restated Agreement and Grant of Temporary Drainage Easement (the "Agreement") is made as of the 23rd day of May, 2013, by and between Lowe Wild Dunes Investors, L.P., a South Carolina limited partnership ("LWDI" or "Grantor") and the City of Isle of Palms, South Carolina, a South Carolina municipal corporation ("City" or "Grantee") and amends and restates in its entirety that certain Agreement and Grant of Temporary Drainage Easement dated January 11, 2011, and recorded January 28, 2011, in Book 0168, Page 901 of the Office of the Charleston County Register of Mesne Conveyance.

RECITALS

WHEREAS, the City has installed a stormwater collection system in the City of Isle of Palms, in the general vicinity of Palm Boulevard, including, but not limited to, the area between 53rd Avenue and 57th Avenue (the "City System"); and

WHEREAS, the City has connected the City System with the stormwater collection and discharge system operated by Wild Dunes Community Association Inc. in Wild Dunes Resort (the "WDCA System") in order to discharge the stormwater collected by the City System; and

WHEREAS, WDCA has agreed to allow the City System to discharge the stormwater it collects into the WDCA System and has executed an Agreement and Grant of Perpetual Drainage Easement dated November 15, 2006; and

WHEREAS, Grantor owns that certain real property described on Exhibit A (the "Property") over, under, and upon which City has installed drainage lines for the purpose of collection and transfer of stormwater drainage by the City System for discharge into the WDCA System; and

WHEREAS, this Agreement amends and restates the agreement related to Grantor's grant to the City of an easement on the Property for construction and use of stormwater drainage facilities to accommodate the City's current needs while allowing for relocation in the future if needed by Grantor.

THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by City to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Grantor hereby grants to City a non-exclusive easement for the purpose of construction of stormwater drainage facilities for collection and transfer of stormwater drainage by the City System for discharge into the WDCA System (the "Permanent Easement") over, under and upon that crosshatched portion of the Property labeled "City of IOP 20' Drainage easement (10'each side)" on that certain plat ("Plat") entitled "Property Line Adjustment @ 3

Parcels of Land Owned By Lowe Wild Dunes Investors" surveyed by John E. Wade Jr. and dated January 8, 2013 attached as Exhibit B (the "Permanent Easement Area").

2. Grantor hereby grants to City a non-exclusive easement for the purpose of construction of stormwater drainage facilities for collection and transfer of stormwater drainage by the City System for discharge into the WDCA System (the "Temporary Easement") over, under and upon that non-crosshatched portion of the Property labeled "City of IOP 20' Drainage easement (10'each side)" on the Plat (the "Temporary Easement Area"). The Temporary Easement and Temporary Easement Area shall remain subject to the terms and conditions set forth in Section 8. For avoidance of doubt, City agrees it no longer has and hereby expressly disclaims any rights to that portion of the Property labeled "Easement Abandoned Line Relocated" on the Plat.

3. Subject to obtaining prior written approval from Grantor of the repair or restoration scope of work for any affected portion of the Permanent Easement Area or Temporary Easement Area, City shall have the right to construct, install and maintain within the Permanent Easement Area and Temporary Easement Area all drainage lines, collection boxes, pumps, electrical boxes, and any other improvements which may from time to time be utilized in connection with the operation of the City System. City shall meet with Grantor prior to commencement of the work detailed above to obtain approval from Grantor of the scope of work for the repair or restoration of the affected portion of the Permanent Easement Area or Temporary Easement Area. Except in the event of an emergency, such meeting shall occur no less than five (5) days prior to commencement of work. Grantor also grants to City a non-exclusive temporary easement over such lands of Grantor which immediately adjoin the Permanent Easement Area and Temporary Easement Area as is necessary to install or maintain the City System. City, at its expense, shall repair and restore any portion of the Permanent Easement Area and Temporary Easement Area affected by the repair or restoration work to the same condition of the Permanent Easement Area or Temporary Easement Area existing prior to the repair or restoration work, including performing the repair or restoration in accordance with the criteria shown and described in Exhibit C.

4. City agrees to operate and maintain the City System in accordance with all applicable local, state and federal laws, rules, and regulations.

5. The Permanent Easement and Temporary Easement shall burden the lands of Grantor described in Exhibit A and depicted on Exhibit B. All provisions of this Agreement, including the benefits and burdens, shall be considered as covenants running with the land and are and shall remain binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

6. This Easement may be modified by the parties at any time by mutual consent by recorded instrument which refers to this grant of Easement.

7. Grantor agrees that it shall make no use of the Permanent Easement Area and Temporary Easement Area for any purpose which interferes with the use of the Permanent Easement and Temporary Easement by the City except as specified under Paragraph 8 hereunder.

Grantor further agrees to provide the City with written notice prior to placing any new structures upon the Permanent Easement Area and Temporary Easement Area or making alterations or modifications to the existing contours or other physical characteristics of the land comprising the Permanent Easement Area and Temporary Easement Area.

8. If at any time any portion of the Temporary Easement interferes with Grantor's development of the land comprising the Temporary Easement Area, Grantor and City shall modify the Temporary Easement to relocate such portion of the Temporary Easement Area to a mutually beneficial location at the sole expense of City. Upon completion of Grantor's development of the land comprising such affected portion of the Temporary Easement Area, the parties hereto shall amend Exhibit B of the Agreement to provide that such relocated portion of the Temporary Easement Area has become part of the Permanent Easement Area, at which time Grantor's right of relocation as provided in this Section 8 for such relocated portion of the Temporary Easement Area shall terminate but shall remain in full force as to the remaining, unaffected portion of the Temporary Easement Area.

9. No portion of the Permanent Easement may be relocated by either party without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned or delayed. Any such relocation shall be at the sole expense of the party proposing the relocation.

10. Grantor hereby warrants to the City that Grantor holds a fee simple title to the Temporary Easement Area and Permanent Easement Area subject to all matters of record; Grantor has the full right, power and authority to grant the Temporary Easement and Permanent Easement; the City, its successors and assigns, shall quietly enjoy the Temporary Easement and Permanent Easement for the uses stated herein unless and until any portion of the Temporary Easement is relocated as provided herein; and the execution and delivery of this Agreement by Grantor do not conflict with or constitute a default under any mortgage or other agreement to which Grantor may be bound.

TO HAVE AND TO HOLD, all and singular, the Temporary Easement and Permanent Easement unto the City, its successors and assigns forever.

And Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the Temporary Easement and Permanent Easement unto the City, its successors and assigns, against Grantor and its successors, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned agents, as of the date stated above.

WITNESS:

[Signature]

[Signature]
(as to City)

The City of Isle of Palms, South Carolina

By: [Signature]

Title: Assistant Administrator

[Signature]

[Signature]
(as to LWDI)

Lowe Wild Dunes Investors, LP, a South Carolina limited partnership

By: Destination Wild Dunes Management, Inc., A South Carolina corporation, its authorized agent

Signature: [Signature] 5/28/13
Frank Fredericks, Vice President Date

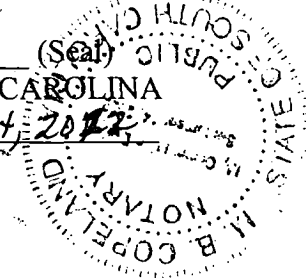
Signature: [Signature] 5/28/13
William Smith, Director of Finance Date

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above named City of Isle of Palms, S.C., by and through the above-named agent, personally appeared before me this 23 day of May, 2013, and acknowledged the due execution of the foregoing instrument.

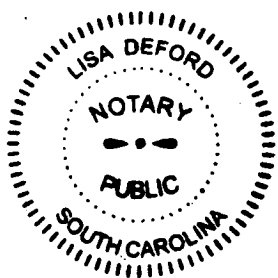
M. B. Copeland (Seal)
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: Sept 14, 2017



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above named Lowe Wild Dunes Investors, LP, by and through the above-named agent, personally appeared before me this 28 day of May, 2013, and acknowledged the due execution of the foregoing instrument.



Lisa Deford (Seal)
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: February 5th, 2023

EXHIBIT A

Legal Description

Parcel 6A 1

All that certain, piece, parcel or tract of land, lying, being and situate in Charleston County, South Carolina, being depicted as "New Parcel 6A1, 181,832 sq. ft., 4.17 acres" on a plat entitled "Property Line Adjustment @ 3 Parcels of Land Owned By Lowe Wild Dunes Investors" surveyed by John E. Wade Jr. and dated January 8, 2013 and further described as follows.

Beginning at a 1" open iron found located at the southwest corner of said tract and known as the "Point of Beginning 6A1" thence 416.55' at a bearing of N15-24-20W to a rebar found thence 144.55' at a bearing of N7S-57-01E to a rebar found thence 41S.66' at a bearing of N7S-21-5SE to a heavy nail thence 14S.90' at a bearing of 512-19-27E to a rebar found thence 24.1S' at a bearing of 524-16-21 E to a rebar set thence 7S.S4' at a bearing 562-54-12W to a drain box thence 62.43' at a bearing of 576-4S-31W to a drain box thence 55.6S' at a bearing of 559-47 -21 W to a drain box thence 1 02.S1' at a bearing of 50S-32-35E to a drain box thence 77.25' at a bearing of 511-3S-09E to a rebar set thence 74.03' at a bearing of 574-53-20W to a rebar found thence 26S.06' at a bearing of 574-53-20W to a 1" open iron found being the "Point of Beginning 6A1".

Parcel 8A

All that certain, piece, parcel or tract of land, lying, being and situate in Charleston County, South Carolina, being depicted as "New Parcel 8A, 51,637 sq. ft., 1.185 acres" on a plat entitled "Property Line Adjustment @ 3 Parcels of Land Owned By Lowe Wild Dunes Investors" surveyed by John E. Wade Jr. and dated January 8, 2013 and further described as follows.

Beginning at a 1" crimp iron found located at the southwest corner of said tract and known as the "Point of Beginning 8A" thence 227.36' at a bearing of n75-14-15E to a rebar found thence S6.71' at a bearing of N13-45-36W to a computed point thence 5.25' at a bearing of N73-OS-02W to a heavy nail thence 53.16' at a bearing of N13-49-37W to a rebar found thence 27.47' at a bearing of N76-11-32E to a rebar found thence 4S.69' at a bearing of N13-53-07W to a rebar found thence 15.1S' at a bearing of N75-0S-43E to a rebar found thence 9S.96' at a bearing of N12-16-21W to a rebar set thence 7S.S4' at a bearing of 562-54-12W to a drain box thence 62.43' at a bearing of 576-4S-31W to a drain box thence 55.6S' at a bearing of 559-47-21W to a drain box thence 1 02.S1' at a bearing of 50S-32-35E to a drain box thence 77.25' at a bearing of 511-3S-09E to a rebar set thence 74.03' at a bearing of 574-53-20W to a rebar found thence 77.42' at a bearing of 514-36-53E to a 1" crimp iron found being the "Point of Beginning 8A".

EXHIBIT B

Depiction of Temporary Easement Area and Permanent Easement Area

[attached on separate page]

NOTES:

- 1) INFO. NOV-18-80-#16, #17 & #77
- 2) REFERENCE P.A.#. E-400, O-088
- 3) NAME REQUESTED BY
- 4) FLOOD ZONE ON MAP IS A 10
- 5) FEMA 40710-0251-1

NOVEMBER 17, 2004

LEGEND:

- 1" ORCH. BROWN FLOOD
- 2" 1" CHAMP. BROWN FLOOD
- 3" 2" CHAMP. BROWN FLOOD
- 4" 3" CHAMP. BROWN FLOOD
- 5" 4" CHAMP. BROWN FLOOD
- 6" 5" CHAMP. BROWN FLOOD
- 7" 6" CHAMP. BROWN FLOOD
- 8" 7" CHAMP. BROWN FLOOD
- 9" 8" CHAMP. BROWN FLOOD
- 10" 9" CHAMP. BROWN FLOOD
- 11" 10" CHAMP. BROWN FLOOD
- 12" 11" CHAMP. BROWN FLOOD
- 13" 12" CHAMP. BROWN FLOOD
- 14" 13" CHAMP. BROWN FLOOD
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- 90" 89" CHAMP. BROWN FLOOD
- 91" 90" CHAMP. BROWN FLOOD
- 92" 91" CHAMP. BROWN FLOOD
- 93" 92" CHAMP. BROWN FLOOD
- 94" 93" CHAMP. BROWN FLOOD
- 95" 94" CHAMP. BROWN FLOOD
- 96" 95" CHAMP. BROWN FLOOD
- 97" 96" CHAMP. BROWN FLOOD
- 98" 97" CHAMP. BROWN FLOOD
- 99" 98" CHAMP. BROWN FLOOD
- 100" 99" CHAMP. BROWN FLOOD

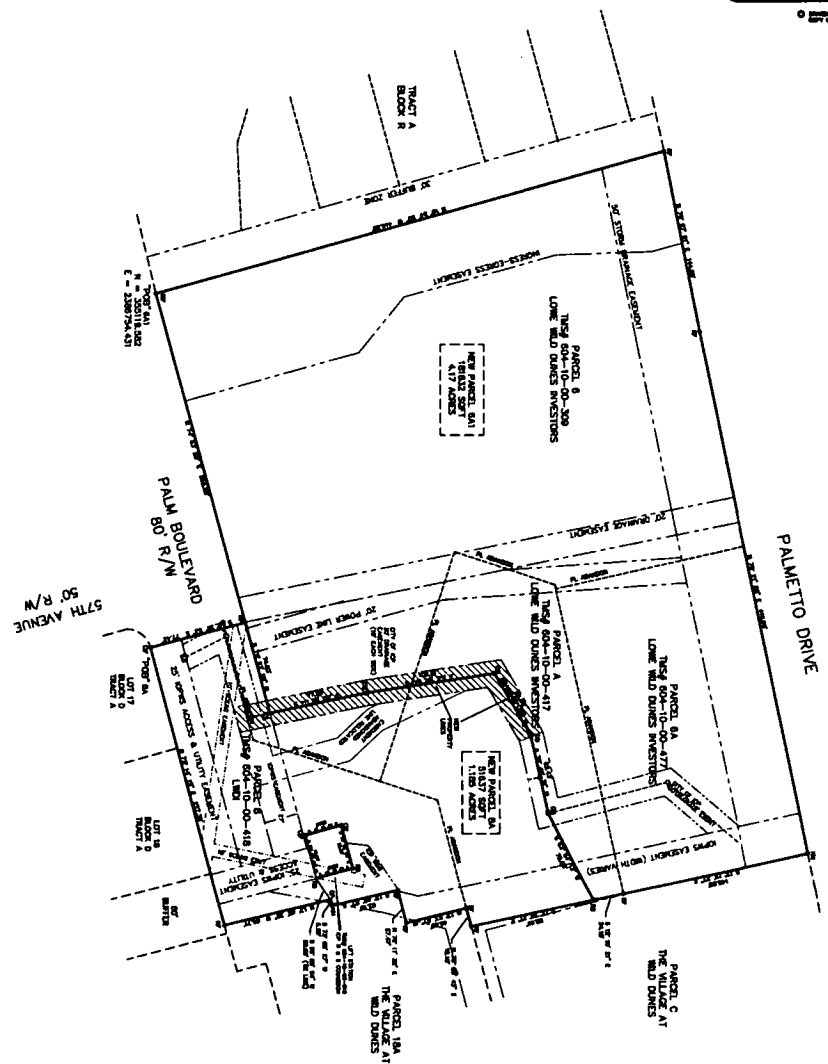
FILE OF PAIDTS MAILED & SWORN COMMISSION	DATE
BY THE RECORDING OF THIS PAIDT WE DECLARE THE EXASMENTS SHOULD HEREIN TO THE EDITORS OF JUNITES OR PUBLISHING UNITS THE ADDRESS AND/OR RELOCATE SWORN EXASMENTS.	
LINE MAIL DATES INVESTIGATIONS	DATE

CITY OR ISLE OF PALMS	DATE
WE ACCEPT THE EASTPORTS SHOW HONOR PURSUANT TO THE TERMS AND UNDER WHICH THEY WERE GRANTED.	
WE ACCEPT THE EASTPORTS SHOW HONOR PURSUANT TO THE TERMS AND UNDER WHICH THEY WERE GRANTED.	

NO SCALE

1000


207 : pg 8 *



JOHN E. WADE JR., RLS
POST OFFICE BOX 686
ISLE OF PALMS
SOUTH CAROLINA
29451
(843) 886-6262
FILE #176-11C

DATE: JANUARY 8, 2013

SCALE: 1" = 40'



A horizontal graphic scale bar with alternating black and white segments. Below the bar are numerical markings at 40, 0, 40, and 80, representing feet.

PROPERTY LINE ADJUSTMENT
 @ 3 PARCELS OF LAND
 OWNED BY
 LOWE WILD DUNES INVESTORS
 CITY OF ISLE OF PALMS
 CHARLESTON COUNTY
 SOUTH CAROLINA



7. HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JOHN R. WADSWORTH, R.L.S.
S.C. REG. NO. 12171

EXHIBIT C

Restoration Criteria and Description Following Repair or Restoration

The City repair or restoration of the Temporary Easement Area or Permanent Easement Area shall meet the following criteria. Except in the event of an emergency, a meeting between the City and LWDI to review and approve specific repair or restoration plans shall be held at least five (5) days prior to commencement of any work being performed on the City System by the City in the Temporary Easement Area or Permanent Easement Area.

The City shall provide for the complete repair or restoration of the Temporary Easement Area or Permanent Easement Area to the approval and full satisfaction of LWDI, which approval shall not be unreasonably withheld. It is anticipated that the work will disturb the existing Village at Wild Dunes check-in circle and surrounding area including landscaping, irrigation and affected underground utilities. The City will restore all such features and affected areas back to their original pre-construction state based on the approval by LWDI of the repair or restoration work. The specific plans and design for the repair or restoration work of the affected areas will be reviewed at the aforementioned meeting between the City and LWDI. Subsequent to the meeting and review LWDI will provide written approval with any and all conditions for the repair or restoration work for all affected areas within the Temporary Easement Area or Permanent Easement Area.

RECORDER'S PAGE

cm7
PA

NOTE: This page **MUST** remain
with the original document



Filed By:
NELSON MULLINS RILEY & SCARBOROUGH

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Charlie Lybrand, Register Charleston County, SC		

MAKER:
LOWE WILD DUNES INVESTORS

RECIPIENT:
CITY OF ISLE OF PALMS

Original Book:
0168

Original Page:
901

of Pages: 10
of Sats: # of References:

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**FIRST AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
AND GRANT OF TEMPORARY DRAINAGE
EASEMENT**

THIS First Amendment to Amended and Restated Agreement and Grant of Temporary Drainage Easement (this “First Amendment”), made this _____ day of June, 2018 by Wild Dunes, LLC, a Delaware limited liability company (“Wild Dunes” or “Grantor”) and the City of Isle of Palms, South Carolina a South Carolina municipal corporation (“City”) to amend the Amended and Restated Agreement and Grant of Temporary Drainage Easement recorded in the office of the Register of Deeds, Charleston County, South Carolina on June 13, 2013, in Book 0338, Page 207 (“Amended and Restated Easement”).

WITNESSETH:

WHEREAS, Wild Dunes is the successor in title to the Property, as defined in the Amended and Restated Easement.

WHEREAS, Wild Dunes desires to relocate the Permanent Easement and the Temporary Easement, each as defined in the Amended and Restated Easement, to alternative locations on or adjacent to the Property which have been approved by City.

WHEREAS, the parties desire to modify the Amended and Restated Easement prior to the relocation of the Permanent Easement and the Temporary Easement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, the agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wild Dunes and the City, intending to be legally bound, do hereby agree as follows:

1. Paragraph 8 of the Amended and Restated Easement is hereby deleted and replaced with the following:

8. If at any time after the date of this First Amendment, any portion of the Temporary Easement interferes with Grantor's development of the land comprising the Temporary Easement Area, Grantor and City shall relocate such portion of the Temporary Easement Area to a location as determined by Grantor, provided that such relocation does not materially and adversely affect the City or City System at the sole expense of Grantor. Upon completion of Grantor's development of the land comprising such affected portion of the Temporary Easement Area, Grantor shall grant City an easement for City's stormwater collection and discharge system in such new location, and the parties hereto shall terminate and abandon the Amended and Restated Easement.

2. Paragraph 9 of the Amended and Restated Easement is hereby deleted and replaced with the following:

9. If at any time after the date of this First Amendment, any portion of the Permanent Easement interferes with Grantor's development of the land comprising the Permanent Easement Area, Grantor and City shall relocate such portion of the Permanent Easement Area to a location as determined by Grantor, provided that such relocation does not materially and adversely affect the City or City System at the sole expense of Grantor. Upon completion of Grantor's development of the land comprising such affected portion of the Permanent Easement Area, Grantor shall grant City an easement for City's stormwater collection and discharge system in such new location, and the parties hereto shall terminate and abandon the Amended and Restated Easement.

3. Except as specifically modified by this First Amendment, the Amended and Restated Easement is hereby affirmed and ratified by Grantor and City as heretofore executed and recorded.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned agents, as of the date stated above.

WITNESS:

THE CITY OF ISLE OF PALMS, SOUTH
CAROLINA

By: _____

Title: _____

(as to City)

WILD DUNES LLC, a Delaware limited liability
company

By: Destination Wild Dunes, Inc.,
a South Carolina corporation

Its: Manager

(as to Wild Dunes)

By: _____

Name:

Title:

By: _____

Name:

Title:

ACKNOWLEDGMENT

_____(Seal)
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: _____

ACKNOWLEDGMENT

_____(Seal)
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO STORM SEWER
COUNTY OF CHARLESTON)	EASEMENT (as shown on)
	Plat Book BS, Page 179
	Plat Book EE, Page 592
	Plat Book EJ, Page 361
	Plat Book EJ, Page 605
	Plat Book L13, Page 201

THIS FIRST AMENDMENT TO STORM SEWER EASEMENT (this “**First Amendment**”), made this ____ day of June, 2018, by and between **WILD DUNES LLC**, a Delaware limited liability company (“**WD**”), and the **CITY OF ISLE OF PALMS, SOUTH CAROLINA**, a South Carolina municipal corporation (“**CITY**”), to amend that certain easement shown as “50’ STORM SEWER EASEMENT” created by that plat entitled, “ACREAGE PLAT SHOWING SUBDIVISION OF TRACT ‘A’, BLOCK ‘T’ WILD DUNES CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA”, dated July 1, 1988, revised August 3, 1988, by William Porcher Land Surveyor S.C. Reg. No. 7407, and recorded August 16, 1988, in the Office of the Register of Deeds for Charleston County, South Carolina (the “**ROD**”) in Plat Book BS, Page 179; as further shown on that plat entitled “RECOMBINATION MAP PREPARED FOR LOWE WILD DUNES INVESTORS LP CITY OF ISLE OF PALMS CHARLESTON COUNTY SOUTH CAROLINA”, dated January 9, 2001, by David L. Gray, PLS-12839 of GPA Professional Land Surveyors, recorded February 14, 2001, in the ROD in Plat Book EE, Page 592; as further shown on that plat entitled, “SUBDIVISION PLAT OF THE VILLAGE AT WILD DUNES CITY OF ISLE OF PALMS, SC”, dated March 29, 2005, by Jack A. Mahony, Land Surveyor S.C. Reg. No. 16816 of Stantec Consulting Services, Inc., and recorded November 16, 2005, in the ROD in Plat Book EJ, Page 361; as further shown on that plat entitled, “PLAT OF CORRECTION OF THE VILLAGE AT WILD DUNES CITY OF ISLE OF PALMS, SC”, dated January 31, 2006, by Jack A. Mahony, Land Surveyor S.C. Reg. No. 16816 of Stantec Consulting Services, Inc., and recorded March 21, 2006, in the ROD in Plat Book EJ, Page 605; and as further shown on that plat entitled, “PROPERTY LINE ADJUSTMENT @ 3 PARCELS OF LAND OWNED BY LOWE WILD DUNES INVESTORS CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA”, dated January 8, 2013, by John E. Wade Jr. R.L.S. S.C. Reg. No. 13171, and recorded June 13, 2013, in the ROD in Plat Book L13, Page 201 (collectively, the “***Easement***”).

WITNESSETH:

WHEREAS, Wild Dunes Associates (“**WDA**”) as the fee simple owner of that portion of land subject to the Easement (the “**Original Easement Area**”) dedicated and conveyed to City the Original Easement Area for the purposes of storm sewer drainage; and

WHEREAS, WD, as successor in title to WDA, is currently the fee simple owner of the Original Easement Area;

WHEREAS, WD and City now desire to reduce the Original Easement Area from fifty feet (50') to be variable width in size as shown on the drawing attached as Exhibit "A" (the "**New Easement Area**").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 (\$10.00) Dollars in hand paid by WD to City, the receipt and sufficiency of which are hereby acknowledged by City, WD and City, intending to be legally bound, do hereby agree as follows:

1. The Easement is hereby reduced in width, size and scope to affect only the New Easement Area and to no longer affect the Old Easement Area.

2. All provisions of this First Amendment, including the benefits and burdens, shall be considered as covenants running with the land and are and shall remain binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

3. The Easement may be modified in the future by WD to prevent proposed improvements intended to be constructed adjacent to the New Easement Area from encroaching into the New Easement Area, and City agrees to cooperate with such amendment. Otherwise, the Easement may be modified by the parties at any time by mutual consent by recorded instrument which refers to the Easement, as modified by this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed under seal and delivered by its respective authorized representatives on the day and year first above written.

WD:

WILD DUNES LLC,
a Delaware limited liability company

By: Destination Wild Dunes, Inc.,
a South Carolina corporation
Its: Manager

Witness

By: _____
Name: John Corbishley
Its: Vice President

Witness

By: _____
Name: Frank Fredericks
Its: Vice President

[SEE NEXT PAGE FOR ACKNOWLEDGMENT]

CITY:

CITY OF ISLE OF PALMS

a South Carolina municipal corporation

Witness

By: _____

Name: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON

)

On this ____ day of _____, 2018, before me personally appeared the within named _____, _____ of the City of Isle of Palms, a South Carolina municipal corporation, who acknowledged to me that he/she executed the foregoing instrument and who is personally known to me, or who was proved to me on the basis of satisfactory evidence, to be the person who executed the foregoing instrument.

(SEAL)

Notary Public for South Carolina

Printed Name: _____

My Commission Expires: _____

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