

To: Rick Cotton

From: Amici LLC.

Re: Extinguishment of Easement

We would like to request that we be put on the agenda for the Novembers City Council Meeting and ask them to extinguish the easement on the Keith St. Side of our property. Attached is the easement.

We would like to build our building up to our property line. We have submitted plans to the BAR and would like to meet with the city council and try to coordinate together on the common/plaza areas.

Please let me know what we would need to bring to the meeting, plans, drawings, etc.

If you have any questions, please feel free to call me.

Thanks

Frank Cortese

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

CONSTRUCTION AND MAINTENANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that AMICI, LLC (hereinafter referred to as Grantor), for and in consideration of One Dollar and no other consideration, in hand paid by THE CITY OF CLEMSON (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged by it, does hereby grant, bargain, sell and convey unto the said City of Clemson, its successors and assigns, a construction and maintenance easement for the purposes of laying, constructing, maintaining, repairing, altering, replacing and/or removing a sidewalk area in, under, upon, over, through and across the lands of Grantor, situated in the City of Clemson, Pickens County, South Carolina, and more fully described as follows:

All that area shown by large hatch marks on the attached Exhibit A, said area being located at 384 College Avenue, Clemson, South Carolina, and having Pickens County Tax Map Parcel Number 4044-20-72-8267.

This is a portion of the property conveyed to AMICI, LLC, by Jack M. Rubin and Eva Jo Rubin by deed dated November 12, 2008, and recorded November 19, 2008, in Deed Book 1223, at Page 7, records of Pickens County, South Carolina.

In regard to the landscaping, it is understood that the City will be responsible for installing the landscaping and maintaining it for the period of its warranty. After the warranty period has expired, any maintenance of the landscaped area on Grantor's property shall be the sole responsibility of Grantor.

In regard to the two parking spaces directly adjacent to the southern line of Grantor's property and closest to College Avenue on Keith Street, it is understood that these spaces will be exclusively for the use of Grantor. They will be maintained by the City, but monitored by Grantor and Grantor will be responsible for requesting ticketing or towing. When this property is transferred to a different owner, these spaces may become available to the general public, at the discretion of the City, and would then no longer be exclusively for the use of Grantor.

Grantee will be responsible for all liability issues that may occur on the easement/sidewalk/parking space areas granted herein and Grantor will not be responsible for any liability issues on these areas except for liability issues for which it is directly or negligently responsible.

TO HAVE AND TO HOLD said right of way and easement unto the said City of Clemson, its successors and assigns, forever. The said Grantor hereby warrants and affirms that the Grantor is the owner of the lands above described and does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the said City of Clemson, its successors and assigns, from and against Grantor's successors, and assigns and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

There is included in this grant the right from time to time to lay, construct, maintain, repair, alter, replace and/or remove, the indicated sidewalk area on this property. The City of Clemson shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands of the Grantor to and from said easement, and the right from time to time to cut and remove all trees, undergrowth, and/or other obstructions within said easement that may injure, endanger or interfere with the laying, constructing, maintaining, repairing, altering, replacing and/or removing said sidewalk area.

The Grantor shall not fill, construct improvements on or in any way alter the topography of the land within the easement in such a way that interferes with the City's intended use of the easement without the written consent of the City. However, it is understood and agreed that if Grantor decides to build further on this property, Grantor may build in the landscaped area but not on the sidewalk area of this easement as allowed by City zoning requirements.

It is agreed that this instrument covers all agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this instrument.

IN WITNESS WHEREOF, the Grantor herein, through its duly authorized agent, has hereunto set its hand and seal this 10th day of May, 2012.

Beverly A. Coleman
WITNESS

AMICI, LLC
By: [Signature] (sign name)

Robert E. Cotton
WITNESS

FRANK CORTESI (print name)
Office held: Member

STATE OF SOUTH CAROLINA }
COUNTY OF PICKENS }

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Grantor herein, through its duly authorized agent, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to before me this the 10th day of May, 2012.

[Signature]
Notary Public for the State of South Carolina

Print name of Notary: Sandra Lee O'Kelley

My Commission Expires: July 3, 2016

GRANTEE'S ADDRESS:

The City of Clemson
1250 Tiger Boulevard Suite 1
Clemson, South Carolina 29631

RETURN RECORDED DOCUMENT TO:

Key Kirkley Barren
Attorney at Law
Post Office Box 493
Clemson, South Carolina 29633-0493

