

ORDINANCE NO. 2023 - \_\_\_\_

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT AGREEMENT PROVIDING A NON-EXCLUSIVE PERMANENT UTILITY EASEMENT TO DOMINION ENERGY OF SOUTH CAROLINA, OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-036-000-1319-0000

WHEREAS, the Town of Bluffton, South Carolina, (the “*Town*”) presently owns one parcel of approximately 36.90 acres located in the Town of Bluffton, Beaufort County, South Carolina, commonly known and identified as the New Riverside Barn Parcel at 30 Red Barn Drive and assigned Tax Map No. R610-036-000-1319-0000 (the “*Property*”); and,

WHEREAS, the Town Council of the Town of Bluffton, South Carolina, recognizes that providing public amenities such as lighting, parking, and green spaces can positively impact public safety, community health, quality of life, and economic growth; and

WHEREAS, the Town Council realizes that the protection of the Bluffton’s citizens and other public spaces are of the utmost importance to our community; and

WHEREAS, the Town of Bluffton Strategic Plans for Fiscal Years 2019-23 emphasizes the need to support and promote Capital Improvement Projects that enhance the quality of life in the community; and,

WHEREAS, Town Council, in accordance with the Town Comprehensive Plan, established the Capital Improvement Project Program to provide and improve town-owned green spaces within its jurisdiction; and

WHEREAS, Dominion Energy of South Carolina has requested that the Town grant it a limited non-exclusive utility easement across a portion of the Property for the purpose of extending underground power service to the Property; and,

WHEREAS, Town Staff has worked diligently with Dominion to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested *Easement Agreement*, which has been attached hereto as **EXHIBIT “A”** and is incorporated by reference herein (the “*Easement Agreement*”); and,

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town

Council act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

**SECTION 1. EXECUTION AND DELIVERY OF EASEMENT AGREEMENT.**

The Town Council of the Town of Bluffton authorizes, empowers and directs the Town Manager, in the name of and on behalf of the Town of Bluffton, to execute, acknowledge and deliver the Easement Agreement attached hereto as Exhibit A (the "Easement Agreement"), providing for the conveyance of a utility easement over a portion of the Property owned by the Town of Bluffton, and the Town Council hereby ratifies all prior actions of the Town related to the Easement Agreement. The form of the Easement Agreement, as attached hereto, and all terms, provisions and conditions of the Easement Agreement are incorporated herein by reference as if the Easement Agreement was set forth in this ordinance in its entirety. By adoption of this ordinance, Town Council approves the Easement Agreement and all of its terms, provisions and conditions.

**SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS.**

The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the transfer and conveyance of the easements on the Property from the Town, including, without limitation, the delivery and recordation of the Easement Agreement with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary. The Easement Agreement is to be in substantially the form as attached hereto and hereby approved, or with such minor changes therein as shall be approved by the officials of the Town of Bluffton executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement Agreement attached to this ordinance.

**SECTION 3. ORDINANCE IN FULL FORCE AND EFFECT.**

This entire Ordinance shall take full force and effect upon its final adoption.

DONE, RATIFIED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

This Ordinance was read and passed at first reading on \_\_\_\_\_, 2023.

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Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

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Kimberly Chapman, Clerk  
Town of Bluffton, South Carolina

This Ordinance was read and passed at second reading on \_\_\_\_\_, 2023.

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Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

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Kimberly Chapman, Clerk  
Town of Bluffton, South Carolina

INDENTURE, made this 2<sup>nd</sup> day of February, 2023 by and between **Town of Bluffton, a South Carolina municipal corporation**, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee". WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a portion of a tract or lot of land containing **36.90** acres, more or less, and being the same lands conveyed to Grantor by deed of **New Riverside, LLC**, dated or recorded **1/3/2019**, and filed in the Register of Deeds office for **Beaufort** County in Deed book **3725** at Page **3231**.

**All that certain piece, parcel, or tract of land, situate, lying and being in the Town of Bluffton and being shown and designated as Parcel 4A-2 on that certain plat recorded in Plat Book 150 at Page 169. The easement is only for the Grantee's facilities identified as "SECTION OF LINE COVERED BY EASEMENT" and being more fully shown on Dominion Energy South Carolina drawing #84799, attached hereto and made a part hereof, as Exhibit "A".**

TMS: R610 036 000 1319 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be. IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Signature Page Following

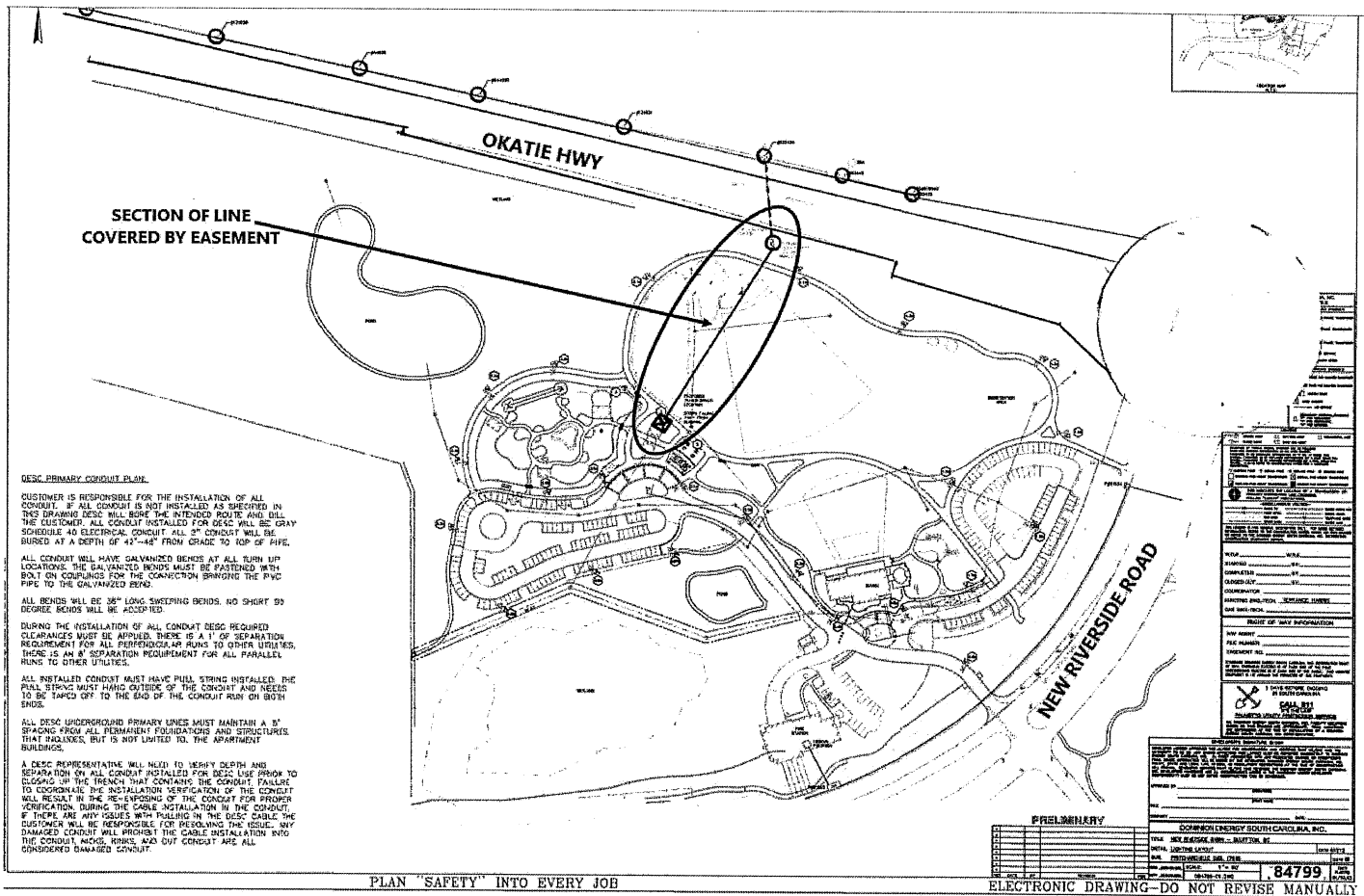


EXHIBIT "A"

Town of Bluffton, a South Carolina municipal corporation

[Signature]  
1st Witness

By: [Signature] (SEAL)

Melinda M. Penny  
2nd Witness

Stephen Steese  
Print Name  
Town Manager  
Title

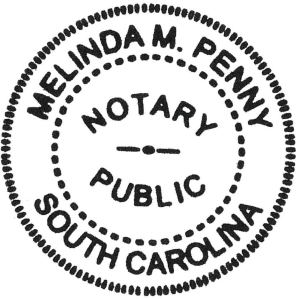
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF Beaufort            )

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named Stephen Steese as Town Manager for **Town of Bluffton, a South Carolina municipal corporation** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 2<sup>nd</sup> day of February, 2023  
Melinda M. Penny  
Signature of Notary Public State of SC

My commission expires: 3/28/2032  
Melinda M. Penny  
Print Name of Notary Public



**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **NEW RIVERSIDE BARN**

County: **Beaufort**

R/W File Number: **26337**

Grantor(s): **Town of Bluffton, a South Carolina municipal corporation**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910