

RESOLUTION

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF UTILITY EASEMENTS CONVEYED JOINTLY TO THE TOWN OF BLUFFTON AND DOMINION ENERGY BY CERTAIN OWNERS OF PROPERTY ALONG BLUFFTON ROAD IN FURTHERANCE OF THE TOWN AND DOMINION'S BOUNDARY STREET STREETLIGHT CAPITAL IMPROVEMENT PROJECT; AND, AUTHORIZING THE EXECUTION AND RECORDATION OF THE UTILITY EASEMENTS AND ASSOCIATED DOCUMENTS.

WHEREAS, the Town of Bluffton Comprehensive Plan recommends appropriate lighting levels along certain streets or at major development access points may improve safety and convenience for motorists; and,

WHEREAS, in furtherance of the Town's Comprehensive Plan, the Town of Bluffton, a South Carolina municipal corporation (the "***Town***") entered into an agreement with Dominion Energy of South Carolina, Inc., a South Carolina corporation ("***Dominion***") to install streetlights and related facilities along Boundary Street, a minor corridor within the corporate limits of the Town (the "***Project***"); and,

WHEREAS, to complete the Project, the Town and Dominion needed to acquire various easements interests from the owners of certain parcels of real property abutting Bluffton Road, which easements are attached hereto as Exhibit "**A**" (collectively, the "***Easements***"); and,

WHEREAS, the owners of the real properties to be subject to the Easements have expressed their collective support for the Project and have voluntarily offered to execute the Easements and convey these permanent utility easement interests to the Town and Dominion as a donation to the Town for a public purpose; and,

WHEREAS, the Town desires to accept the donations of the Easements and Town Council has determined that it is in the public interest for the Town to accept the donations and conveyances of the Easements; and,

WHEREAS, Town Council desires to authorize the Town Manager to execute such documents and to expend such funds as are necessary to complete the donation and conveyance of the Easements to the Town and, to the extent necessary, to ratify the Town Manager's actions related to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. The Town Council hereby authorizes the acceptance of the donation and conveyance of the Easements to the Town as a donation to the Town for any valid public purpose and approves the Easements in substantially the form attached hereto as Exhibit "**A**".

2. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to effect the donation and conveyance of the Easements as a

donation to the Town, including, without limitation, the acceptance and recordation of the above-referenced Easements 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.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED AND DELIVERED AS OF THIS ____ DAY OF _____, 2023.

Lisa Sulka, Mayor, Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk, Town of Bluffton, South Carolina

EXHIBIT “A” (THE EASEMENTS)

[illegible]

Prepared By and Without Benefit of Title Examination:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Post Office Box 24005
Hilton Head Island, South Carolina 29925
(843) 681-7000
Attn: E. Richardson LaBruce

STATE OF SOUTH CAROLINA) **STREETSCAPE EASEMENT AGREEMENT**
) **(BOUNDARY & LAWTON STREETS)**
COUNTY OF BEAUFORT) TMS No. R610-039-00A-0035-0000

THIS STREETScape AND STREETLIGHT EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this ____ day of _____, 2023, (the “*Effective Date*”) by and between **COLLEEN LAWRENCE** (collectively, the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “*Town*”) and **DOMINION ENERGY OF SOUTH CAROLINA, INC.**, a South Carolina corporation (“*Dominion*”)(herein, the Town and Dominion collectively, the “*Grantee*”).

WITNESSETH

WHEREAS, the Grantor affirms, acknowledges and represents that Grantor is the record owner of a parcel of real property located in the Town of Bluffton, South Carolina, (the "*Property*") which real property is more specifically described as:

All that certain piece, parcel, or lot of land, with residential improvements thereon, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, shown and described as Parcel 91 Proposed Lot I, on that certain plat entitled, “*Estate of Margaret Heyward, An As-Built Survey and Proposed Boundary Division of Parcel 91, Lawton Street, Tax Map #39A, District 610, Town of Bluffton, Beaufort County, South Carolina*,” prepared for the Estate of Margaret Heyward by T-Square Group, Inc., William J. Smith, P.L.S. No. 26960, dated May 22, 2012, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 43. For a more detailed description as to the location, metes, bounds, distances, direction, etc., reference may be had to said plat of record.

THIS being the same property conveyed to Grantor by deed of Chris Johnston and Sherry Johnston recorded on August 5, 2022, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 4171 at Page 904.

Tax Map No. R610-039-00A-0355-0000
Street Address: 38 Boundary Street; Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the completion of street frontage improvements, including on-street lighting, along various streets, roads, alleys and other public thoroughfares in Bluffton (herein, the “*Project*”); and,

WHEREAS, the Property abuts one of the public thoroughfares to be improved by the Project; and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property consisting of 706 SQUARE FEET, more or less, and which easements are specifically shown, described, and designated on **EXHIBIT “A”** hereto as “TOWN OF BLUFFTON/DOMINION ENERGY JOINT EASEMENT” (herein, collectively, the “*Streetscape Easement Area*” or “*Easement Areas*”); and,

WHEREAS, the Grantor desires to show its support for the Project by conveying the requisite easements over the Easement Areas to the Grantee, as more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Grantee.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, subject to the terms and conditions set forth herein, Grantor, for TEN AND NO/100 (\$10.00) DOLLARS and no other consideration, the receipt and sufficiency of which are hereby acknowledged, hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto the Grantee, its successors, successors-in-title and assigns, and Grantee's contractors, tenants, invitees, customers, agents, and employees such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Areas, for the benefit of the Grantee, individually and collectively for the following purposes and as more fully set forth herein, *to wit*:

1. **Incorporation of Recitals.** The above recitals and attached exhibit(s) 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the easements over the Easement Areas to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the easements granted to the Grantee herein and chooses to donate the easements for the benefit of the Project.

3. **Permanent Easements.** Subject to the provisions of this Easement Agreement, the Grantor hereby grants and conveys to the Grantee a non-exclusive, perpetual, commercial, transmissible, and irrevocable easements to construct, operate and maintain certain streetscape improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Streetscape Easement Area such (a) lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connection boxes and/or other subsurface or above-ground lighting and electric utility improvements (the “*Utility Improvements*”), (b) sidewalk, paver, pathway, parking, pedestrian bridge, crosswalk, crosswalk signals, emergency telephone or computer systems, walkway furniture, planters, irrigation lines, and/or other walkway improvements (the “*Sidewalk Improvements*”), and (c) drains, embankments, ditches, culverts, flumes, pipes and any other improvements used or useful in the collection, conveyance, testing and drainage of surface and storm water runoff (the “*Drainage Improvements*”)(with the Utility Improvements, the

Sidewalk Improvements, and the Drainage Improvements collectively, the “*Improvements*”), together with the right of ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Streetscape Easement Area as may be necessary or convenient for the purposes connected therewith. Together with the right, from time to time, to install any or all of the Improvements in the Streetscape Easement Area near the easement/lot lines provided, however, any damage to the property of Grantor caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The parties to this Agreement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantee for repair or maintenance purposes. The Grantee and its contractors, agents and employees (collectively and together with Grantee, the “*Grantee Parties*”) shall operate on the Streetscape Easement Area in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of South Carolina, in accordance with all applicable federal, State and local laws and regulations, and in compliance with all requisite permits. Additionally, in no event shall any of the Grantee Parties materially interfere with vehicular and/or pedestrian access to and from the Property and the public thoroughfare abutting thereto and/or the business operations being conducted on the Property or otherwise utilize any Property outside of the Streetscape Easement Area, except as otherwise provided herein.

Further, the Grantor shall grant and hereby grants and conveys to Grantee, its heirs, legal representatives, tenants, employees, agents, invitees, customers, successors and assigns, and any other persons whomsoever claiming under or through said parties, including but not limited to the general public (herein collectively, the “*Public*”), upon the completion of the Improvements in the Streetscape Easement Area in accordance with the Project’s final construction plans, a perpetual, irrevocable, non-exclusive, ingress, egress, regress, pedestrian and vehicular access easement in, under, upon, about, over, across and through the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area. The Public may use the Streetscape Easement Area for (i) ingress, egress, regress and access; (ii) the perpetual, non-exclusive and irrevocable right to use the Sidewalk Improvements now existing or hereafter constructed in the Streetscape Easement Area for the purposes of pedestrian circulation; (iii) the perpetual, non-exclusive and irrevocable right to use the parking facilities now existing or hereafter constructed in the Streetscape Easement Area for the purposes of parking vehicles; and, (iv) all other purposes reasonably necessary for the Public’s use and enjoyment of the Sidewalk Improvements; provided, however, the Town may, in its reasonable discretion, establish certain rules, restrictions and regulations over the Public’s use of and access to the Streetscape Easement Area and Sidewalk Improvements as determined in the sole discretion of the Town.

4. **Temporary Construction Easement.** *Intentionally omitted.*

5. **Town Council Approval.** Notwithstanding anything in this Easement Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only acquire interests in real property through the adoption of a written resolution of the Bluffton Town Council at a duly held public meeting of Town Council.

6. **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.

7. **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 in the Agreement.

8. **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.

9. **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.

10. **Continuation of Other Easements.** Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Grantee, either individually or collectively, on the Property.

11. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the easements conveyed hereunder and therefore the setbacks and buffers, if any, required by applicable municipal zoning and development ordinances, including the Town's Unified Development Ordinance shall continue to extend through the Easement Areas to the boundary line of the Property and adjacent right-of-ways. Further, that the grant of these easements and the Improvements in the Easement Areas shall not serve to reduce any density available or existing on the Property prior to the date of this Agreement.

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

GRANTOR HEREBY COVENANTS with the Grantee that Grantor is lawfully seized and possessed of the Property or, in the alternative, holds non-exclusive easement rights for the purposes of access, utilities and the like thereto, and that Grantor has good lawful right to convey the easements conveyed herein, or any part thereof, and that Grantor will forever warrant and forever defend the title thereto against the lawful claims of Grantor's successors, heirs and assigns.

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

WITNESS Grantor's Hand and Seal this ____ day of _____, 2023.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTOR(S):

(Signature of First Witness)

COLLEEN LAWRENCE (L.S.)

(Signature of Second Witness or Notary Public)

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2023, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared COLLEEN LAWRENCE, known or satisfactorily proven to be the person whose name is subscribed to the within instrument, who 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)

Notary Printed Name: _____
Notary Public for _____
My Commission Expires: _____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2023.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTEE:

TOWN OF BLUFFTON, a South Carolina
municipal corporation

(Signature of First Witness)

(L.S.)
Name: STEPHEN STEESE, ICMA-CM
Title: TOWN MANAGER

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2023,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
STEPHEN STEESE as TOWN MANAGER for the 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 corporation, 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)

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

WITNESS Grantee's Hand and Seal this ____ day of _____, 2023.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTEE:

DOMINION ENERGY SOUTH CAROLINA, INC.,
a South Carolina corporation

(Signature of First Witness)

(L.S.)
Name: DANIEL F. KASSIS
Title: VICE PRESIDENT OF CUSTOMER
RELATIONS AND RENEWABLES

(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this ____ day of _____, 2023,
before me, the undersigned Notary Public of the State and County aforesaid, personally appeared
DANIEL F. KASSIS as VICE PRESIDENT OF CUSTOMER RELATIONS AND RENEWABLES for DOMINION
ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, known or satisfactorily proven to
me to be the person whose name is subscribed to the within instrument, who, on behalf of the
corporation, 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)

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

EXHIBIT “A”
(Easement Depiction)

Recording Date: _____
Book: _____ Page: _____