

DRAFT

March __, 2025

Stephen Steese
Town Manager
Town of Bluffton
PO Box 386
20 Bridge Street
Bluffton, SC 29910

RE: Letter Agreement regarding contribution for the Town of Bluffton's New River Trail

Dear Mr. Steese:

The purpose of this letter is to reduce to writing certain understandings between the Town of Bluffton (the "Town") and Central Electric Power Cooperative, Inc. ("Central"). As we have discussed, upon the Town's execution of this Letter Agreement acknowledging and agreeing to the terms contained herein, and the execution and recording of the Encroachment Agreement attached hereto as Attachment 1 and incorporated by reference, Central intends to make a one-time, lump sum contribution, as described below, to assist the Town with construction and maintenance work on the three bridges on the Town's New River Trail.

The following are additional terms and conditions relating to Central's contribution:

1. Central agrees to provide a one-time, up-front contribution of Four Hundred and Twelve Thousand, Seven Hundred and Twenty Dollars (\$412,720.00) (the "Contribution") payable to the Town within thirty (30) days after the Town executes this Letter Agreement and records the fully executed Encroachment Agreement. The Town agrees to use the Contribution for bridge strengthening, repair or replacement. Central may request an accounting of these expenditures at any time.
2. The Town acknowledges and agrees that it is solely responsible for the ownership, design, construction, installation, inspection, maintenance, and/or replacement of the Encroachment (as that term is defined in the Encroachment Agreement), including the bridges all and any other structures associated therewith. The Town shall construct the bridges in accordance with design plans attached [to the Encroachment Agreement / hereto as Attachment 2 and incorporated by reference].
3. The Town's point of contact for any communication related to the subject matter of this Letter Agreement is set forth in its acknowledgement and acceptance below. Central's point of contact is as follows:

Todd Berrian
Director of Right of Way Services

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210
(803) 888-1022
tberrian@cepci.org

Please denote the Town’s acknowledgement and acceptance of these terms and conditions by executing where indicated on the following page.

Sincerely yours,

William C. (Chris) Ware, P.E.
Vice President, Engineering & Engineering Services
Central Electric Power Cooperative, Inc.

Acknowledged, agreed and accepted with due authority this ____ day of March, 2025 by the Town of Bluffton, South Carolina.

By: _____
Stephen Steese
Its: Town Manager

If other than the signatory above, the Town’s point of contact for communications relating to the subject matter of this Letter Agreement is as follows:

Name: _____
Address: _____

Phone: _____
Email: _____

[Attachments follow]