

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, lessees and employees (collectively, the "*Grantee Parties*") such non-exclusive, perpetual, commercial, and transmissible easements and rights-of-way, over, under, across, through, and upon the Easement Area, for the benefit of the Grantee Parties, 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. **Consideration and Acknowledgement of Just Compensation.** Grantor desires and agrees to convey the Easement over the Easement Areas to Grantee for charitable or public uses and purposes and for no monetary consideration. Further, Grantor acknowledges that Grantor has been fully informed of Grantor's right to receive just compensation for the Easement, pursuant to the United States Constitution, the South Carolina Constitution and the South Carolina Eminent Domain Act (S.C. Code Ann. § 28-2-370). Grantor acknowledges and agrees that Grantor willingly and voluntarily waives any right to receive just compensation for the Easement granted to the Town herein and chooses to donate the same for the benefit of the Project.

3. **Grant of a Permanent Easement.** Subject to the provisions of this Easement Agreement, the Grantor hereby declares, grants, bargains, donates, aligns, conveys, imposes and confirms unto to the Grantee and its successors, successors-in-title and assigns, and Grantee's contractors, tenants, invitees, customers, agents, lessees and employees (collectively, the "*Grantee Parties*") a non-exclusive, perpetual, commercial, transmissible, and irrevocable easement in, over, and upon the Property in the Easement Area which runs with the land and is further described as provided for in this Agreement. Specifically, the Easement is a non-exclusive, irrevocable easement, license and permission upon, over, along, across, through, and under the Easement Area for the purposes of completing and maintaining the Project, including but not limited to: (i) ingress, egress, regress and access to the Easement Area; (ii) construct, inspect, operate, replace, repair and perpetually maintain cameras, fixtures, poles, support infrastructure, communication infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connections boxes, or other subsurface or above-ground utility improvements (collectively the "*Improvements*"); and (iii) the right, privilege and authority, from time to time, for ingress, egress, and access to and from and across and upon those portions of the Property immediately adjacent to the Easement Area as may be necessary or convenient for the purposes of completing the Project or maintaining Improvements.

To the extent that any portion of the Improvements are owned by a third-party and leased or otherwise provided to the Grantee, the Grantor acknowledges and agrees that the Easement granted herein is intended to extend to and encompass said third-party as may be reasonably necessary for installation, maintenance, upgrade, removal, construction, and inspection of the Improvements within the Easement Area to the fullest extent permitted to the other Grantee Parties under this Agreement.

4. **Use of Easement.** Grantor reserves the right to use the Property in any manner not inconsistent with the rights and terms of the Easement hereby granted. In no event shall the Grantee materially interfere with vehicular or pedestrian access to and from the Property and the public thoroughfare abutting thereto or the business operations being conducted on the Property or otherwise utilize any Property outside of the Easement Area, except as otherwise provided herein.

The Grantee Parties shall operate on the 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. At all times the Grantee shall maintain all improvements, fixtures, and equipment in good condition and repair. The Parties agree that if there is damage to the Property, caused directly by a Grantee Party and in the performance of its rights or obligations hereunder, then said Grantee Party shall at its sole expense repair said damage, including but not limited to damage or disturbance of any asphalt, concrete, or other all-weather surface

If this Agreement is terminated by the Parties then the Grantee, at its sole cost and expense, shall within forty-five (45) days remove all Improvements and return the Easement Area to substantially the same condition as existed prior to the existence of the Easement at no cost to the Grantor.

5. Acknowledgment. The Town acknowledges and agrees that no new boundary or property lines are created by the Easement 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 rights-of-way. Further, that the grant of the Easement 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.

6. 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.

7. 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.

8. Other Provisions, Terms and Conditions.

a. *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.

b. *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.

c. *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.

d. *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.

e. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

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.]

EXHIBIT “A”
(Easement Depiction)

