

**PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:**

FINGER, MELNICK, BROOKS & LABRUCE, P.A.

**Attn:** Brittan L. Ward

Post Office Box 24005

Hilton Head Island, South Carolina 29925

(843) 681-7000

**UPON RECORDING, PLEASE RETURN TO:**

THE TOWN OF BLUFFTON

**Attn:** Town Clerk

20 Bridge Street

Bluffton, South Carolina 29910

STATE OF SOUTH CAROLINA	)	<b>CROSSWALK EASEMENT AGREEMENT</b>
	)	<b>TMS No. R610-044-000-0016-0000</b>
	)	
COUNTY OF BEAUFORT	)	

THIS STREETSCAPE EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, (the “*Effective Date*”) by and between **NEW RIVERSIDE ASSOCIATION, INC.**, (the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “*Town*”).

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 tract of land located in Beaufort County, South Carolina, containing 137.193 acres, more or less, as more fully shown and described on that certain plat thereof entitled “A PLAT OF (137.193 ACRE) KNOWN AS NEW RIVERSIDE ROAD, Town of Bluffton, Beaufort County, South Carolina prepared for: New Riverside, LLC”, prepared by Thomas & Hutton Engineering Co., dated June 29, 2005 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 108 at Page 44.

THIS being the same property conveyed to Grantor by deed of New Riverside, LLC, dated December 20, 2007, and recorded on January 4, 2008, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 2668 at Page 1925.

Tax Map No.	R610-044-000-0016-0000
Street Address:	New Riverside Road Right of Way
	Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the installation of a crosswalk across New Riverside Road, a private road in the Town of Bluffton, South Carolina (herein, the "*Project*"); and,

WHEREAS, in order to proceed with the Project, the Grantee will need to acquire certain permanent easement interests on the Property, which easement is specifically shown, described, and designated on **EXHIBIT "A"** hereto as "**PERMANENT EASEMENT**" consisting of approximately **10,927 SQUARE FEET**; (herein, the "*Crosswalk Easement Area*"); 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. **Consideration and Acknowledgement of Just Compensation.** Grantor desires and agrees to convey the Easement over the Easement Area 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 Easements, 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 does acknowledge 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. **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 crosswalk 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 Crosswalk 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, crosswalk, crosswalk signals, rapid flash beacons, signs, emergency telephone or computer systems, walkway furniture, planters, irrigation lines, and/or other walkway

improvements (the "*Crosswalk Improvements*"), (with the Utility Improvements and the Crosswalk 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 Crosswalk 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 Crosswalk Easement Area near the easement/lot lines provided, however, any damage to the property of Grantor caused by a Grantee Party in the exercise of its rights hereunder shall be repaired by said Grantee Party at its cost and expense. The Grantee and its contractors, agents and employees (collectively and together with Grantee, the "*Grantee Parties*") shall operate on the Crosswalk 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 Crosswalk Easement Area, except as otherwise provided herein. The parties to this Agreement agree that should a Grantee Party disturb any asphalt, concrete, or other all-weather surface in the performance of its rights or obligations hereunder, said Grantee Party shall be responsible for repairing the same.

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 Crosswalk 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 Improvements now existing or hereafter constructed in the Crosswalk Easement Area. The Public may use the Crosswalk Easement Area for (i) ingress, egress, regress and access; (ii) the perpetual, non-exclusive and irrevocable right to use the Improvements now existing or hereafter constructed in the Crosswalk Easement Area for the purposes of pedestrian circulation; and (iii) all other purposes reasonably necessary for the Public's use and enjoyment of the 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 Crosswalk Easement Area and Improvements as determined in the sole discretion of the Town.

4. **Temporary Construction Easement.** The Grantor hereby grants and conveys to the Grantee Parties a one (1) year non-exclusive, irrevocable, temporary construction easement, license and permission upon, over, along, across, through, and under the Temporary Easement Area, for the purposes of constructing any and all Improvements set forth in the Project's final construction plans, including but not limited to: (i) ingress, egress, regress and access to the Property, (ii) use of the Temporary Easement Area for a staging area for the construction of the Project, (iii) use of the Temporary Easement Area as a lay down area for equipment and supplies to be used in the construction of the Project, (iv) parking vehicles, equipment and construction trailers during the construction of the Property, and (v) any such other incidental uses reasonably necessary or desirable during the construction of the Project, as determined in the sole discretion of the Grantee. The Grantee Parties shall operate on the Temporary 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.

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 Area to the boundary line of the Property and adjacent rights-of-way. Further, the grant of this Easement and the improvements in the Easement Area 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, encumbering the Property.

7. **Town Council Approval.** Notwithstanding anything in this 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. **Incorporation of Recitals.** The above recitals and attached Exhibits 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.
- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **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.]*

WITNESS Grantor's Hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:

\_\_\_\_\_  
(Signature of First Witness)

\_\_\_\_\_  
(Printed Name of First Witness)

\_\_\_\_\_  
(Signature of Second Witness or Notary Public)

\_\_\_\_\_  
(Printed Name of Second Witness or Notary Public)

**GRANTOR:**

**NEW RIVERSIDE ASSOCIATION, INC.**

\_\_\_\_\_(L.S.)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ as \_\_\_\_\_ for **NEW RIVERSIDE ASSOCIATION, INC.**, known or satisfactorily proven to be the persons whose names are 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.

\_\_\_\_\_(SEAL)  
(Signature of Notary Public)

Notary Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WITNESS Grantee's Hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:

\_\_\_\_\_  
(Signature of First Witness)

\_\_\_\_\_  
(Printed Name of First Witness)

\_\_\_\_\_  
(Signature of Second Witness or Notary Public)

\_\_\_\_\_  
(Printed Name of Second Witness or Notary Public)

**GRANTEE:**

TOWN OF BLUFFTON, a South Carolina  
municipal corporation

By: \_\_\_\_\_ (L.S.)

Name: STEPHEN STEESE, ICMA-CM

Title: TOWN MANAGER

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF BEAUFORT         )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025,  
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: \_\_\_\_\_

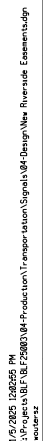
Notary Public for the State of South Carolina


My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**  
**(Easement Depiction)**



Recording Date: \_\_\_\_\_  
Book: \_\_\_\_\_ Page: \_\_\_\_\_



	The John R. McAdams Company, Inc. 141 Traction 9a Suite 213 Greenville, SC 29601  phone 919.361.5000 fax 919.361.2209  <a href="http://www.mcadams.com">www.mcadams.com</a>		
	DATE: 01-20-25      JOB NO: BLF25003      SHEET NO: 1 OF 1		
New Riverside Rd at Red Barn Dr / Bridge View Ln		TOWN OF BLUFFTON	
NEW RIVERSIDE ROAD EASEMENT PLAN			
REVISION NUMBER	REVISIONS	DATE	BY

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