

ORDINANCE NO. _____
TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT PROVIDING A NON-EXCLUSIVE PERMANENT UTILITY EASEMENT TO BEAUFORT JASPER WATER AND SEWER AUTHORITY OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-030-000-1848-0000

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 Bluffton Town Council ("**Town Council**") act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town of Bluffton ("**Town**") owned lands as well as easements and public rights-of-way; and,

WHEREAS, the Town presently owns a parcel consisting of approximately 3.31 acres located in the Town, commonly known and identified as 101 Progressive Street and assigned Tax Map No. R610-030-000-1848-0000; collectively hereinafter the "**Property**"; and,

WHEREAS, Beaufort Jasper Water and Sewer Authority ("**BJWSA**") has requested that the Town convey it a utility easement across a portion of the Property for the purpose of installing utilities to serve the Property and other development of commercial property at Buckwalter Place; and,

WHEREAS, Town Staff has worked diligently with BJWSA to locate an appropriate easement path across the Property that ensures a minimal impact to the Property itself and provide the necessary utilities as shown and described in "**Exhibit A**" attached hereto and incorporated herein by reference; collectively hereinafter the "**Easement**"; 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.

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:

1. **Execution and Delivery of Easement.** The Town Council hereby authorizes the transfer and conveyance of the Easement over the Property and hereby authorizes the Town Manager to execute the Easement in substantial form as shown in "**Exhibit B**" attached hereto and incorporated herein by reference.
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 Easement on the Property from the Town, including, without limitation, the delivery and recordation of the Easement 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.

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 _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

Larry Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

This Ordinance was read and passed at second reading on _____, 2025.

Larry Toomer, *Mayor*
Town of Bluffton, South Carolina

Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

EXHIBIT A



EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Agreement”) made this ____ day of _____, 2025, by and between TOWN OF BLUFFTON, SOUTH CAROLINA (hereinafter referred to as “Grantor”) of PO Box 386, Bluffton, SC 29910, and BEAUFORT-JASPER WATER & SEWER AUTHORITY of 6 Snake Road, Okatie, South Carolina 29909 (hereinafter referred to as “Grantee”); collectively hereinafter referred to as the “Parties” and individually as a “Party”.

WHEREAS, the Grantor is the owner of the property described herein, located in the Town of Bluffton, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and no other valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents, subject to the terms and conditions contained herein, does bargain, sell, convey, transfer and deliver unto GRANTEE, its successors, assigns and licensees, a permanent utility easement and right-of-way, including perpetual rights to enter upon the real estate hereinafter described, for the purposes intended herein, to-wit: to enter upon, construct, re-construct, enlarge, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area, various water and/or sewer mains and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems, for the provision of water and/or sewer services to the Grantor’s property or adjacent properties, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith. The premises shall be leveled and graded and restored to substantially the same condition after any construction or subsequent maintenance or repair as at commencement of use insofar as possible, at the expense of the Grantee.

Together with the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of the Grantor (other than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said water and/or sewer main and service lines, manholes, hydrants, valves, meters, and appurtenances shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of the Grantee, said patchwork will be the responsibility of the Grantee. Notwithstanding the foregoing, Grantee will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor’s property.

The permanent easement and right-of-way hereby granted to the Grantee consists of a strip of land, hereinafter described on property as “Easement Area” on the drawing referenced herein and attached hereto, and more particularly described as follows (herein referred to as “Easement Area”):

ALL that certain piece, parcel or strip of land situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, being more particularly depicted and described as a 'double back-slashed' strip of land referenced as "R610-030-000-1848-000, Utility Easement, (*consisting of*) 1,594 SF / 0.037 AC" on that certain Drawing titled "Buckwalter Place - Northwest Commercial dated 9/30/2025, prepared by Ward Edwards, a copy of which is attached hereto and incorporated herein.

This being a portion of the property acquired by The Town of Bluffton, South Carolina, by deed of Parcel 6, LLC, dated 7/20/2010 and recorded on 8/5/2010 in Records Book 2979 at Page 317 in the Beaufort County, South Carolina, Register of Deeds Office.

TAX REF: R610 030 000 1848 0000 (portion of)

The Grantor shall have the right to use the above-described Easement Area for purposes not inconsistent with the Grantee's full enjoyment of the rights hereby granted, provided that the Grantor, without the expressed written permission of the Grantee, shall not erect or construct any building or other structure, including but not limited to the installation of paved roadways, parking areas, etc., thereon; maintain or permit any underground or overground system of piping, poles or wiring within such Easement Area; make use of the facilities installed, buried, erected or constructed thereon; nor drill or operate any well or septic system within such Easement Area.

AND ALSO, the Grantor agrees to provide no less than ten (10) days' prior notice to the Grantee in the event Grantor intends to grant any additional utility easements within the above-described Easement Area. This provision is intended to provide the parties with the opportunity to timely effect coordination between Grantee and any prospective third-party easement grantee in order to preclude damage to the infrastructure of Grantee situated within the Easement Area.

To have and to hold said permanent easement unto the Grantee, its Designees, Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

Notary Public for South Carolina
My Commission Expires: _____

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTEE:
BEAUFORT-JASPER WATER & SEWER
AUTHORITY

1st Witness signature

BY: _____
(authorized signature)

(print name of 1st Witness)

(print name)

2nd Witness, Notary Public signature

ITS: _____
(print title)

(print name of 2nd Witness, Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ (Notary Public) do hereby certify that Beaufort-Jasper Water & Sewer Authority, by _____ (Name), its _____ (Title), personal appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this _____ day of _____, 2025.

(Notary Public signature)

(printed name of Notary Public)

Notary Public for South Carolina
My Commission Expires: _____