

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **The Town of Bluffton, a South Carolina municipal corporation**, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".  
WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **42.67** acres, more or less, and being the same lands conveyed to Grantor by deed of **New Riverside, LLC**, dated or recorded **4/13/2005**, and filed in the Register of Deeds office for **Beaufort** County in Deed book **2129** at Page **691**.

**All that certain piece, parcel, or tract of land, situate, lying and being in the Town of Bluffton and being shown and designated as "PARK" on that certain plat recorded in Plat Book 105 at Page 98. The easement is only for the Grantee's facilities identified as "SECTION OF LINE COVERED BY EASEMENT" and being more fully shown on Dominion Energy South Carolina drawing #84700, attached hereto and made a part hereof, as Exhibit "A".**

TMS: **R610 035 000 0016 0000**

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

**Signature Page Following**

**Easement # 904765**

**Town of Bluffton, a South Carolina municipal corporation**

\_\_\_\_\_  
**1st Witness**

**By:** \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
**2nd Witness**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**ACKNOWLEDGMENT**

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF **Beaufort**                     )

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named \_\_\_\_\_ as \_\_\_\_\_ for **Town of Bluffton, a South Carolina municipal corporation** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, **2023**

\_\_\_\_\_  
Signature of Notary Public State of SC

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary Public

**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **NEW RIVERSIDE LINEAR TRAIL PARKING**

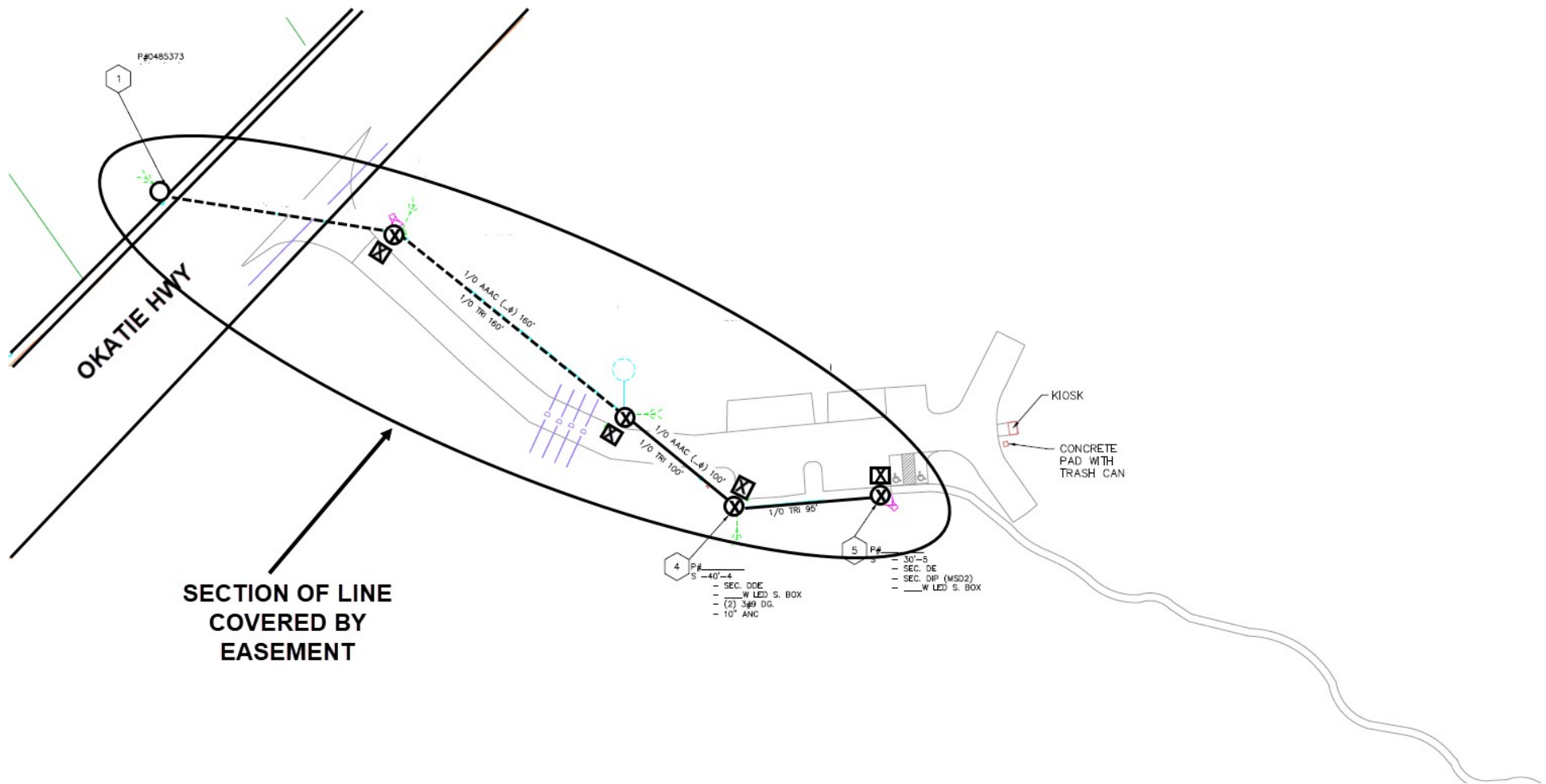
County: **Beaufort**

R/W File Number: **26755**

Grantor(s): **Town of Bluffton, a South Carolina municipal corporation**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

# EXHIBIT "A"



DESC DRAWING #84700