

Prepared By and Without Benefit of Title Examination:  
FINGER, MELNICK, BROOKS & LABRUCE, P.A.  
Post Office Box 24005  
Hilton Head Island, South Carolina 29925  
(843) 681-7000  
Attn: E. Richardson LaBruce

STATE OF SOUTH CAROLINA ) **POWER PEDESTAL EASEMENT AGREEMENT**  
 ) **(BRIDGE STREET)**  
COUNTY OF BEAUFORT ) TMS No. R610-039-00A-0410-0000

THIS POWER PEDESTAL EASEMENT AGREEMENT (the “*Agreement*”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2023, (the “*Effective Date*”) by and between **CUNNINGHAM SOUTH CAROLINA, LLC**, a South Carolina limited liability company, (collectively, the “*Grantor*”) and **THE TOWN OF BLUFFTON**, a South Carolina municipal corporation of 20 Bridge Street, Bluffton, South Carolina 29910 (the “*Town*” or the “*Grantee*”).

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 situate, lying and being in Bluffton Township, Beaufort County, South Carolina, known and designated as **Lot 2** and containing 0.494 acres, more or less, as shown and designated on that certain plat entitled, “*A Subdivision Plat of #71 Calhoun Street, Lots 1-3, TMS # R610 039 00A 0099 0000,*” dated February 11, 2021, prepared by Jeremy W. Reeder, SCPLS No. 28139, Atlas Surveying BFT LLC, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 156 at Page 18. For a more detailed description as to the courses, metes and bounds of the above-mentioned lot, reference is had to said plat of record.

THIS being a portion of the same property conveyed to Grantor by corrective deed of RSQ, LLC, dated December 4, 2020, and recorded on December 9, 2020, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 3944 at Page 2724.

Tax Map No. R610-039-00A-0410-0000  
Street Address: 24 Green Street; Bluffton, South Carolina 29910

WHEREAS, the Grantee seeks to acquire a portion of the Property for a public purpose, more particularly the installation of additional power pedestals along Calhoun Street, Boundary Street, and Bridge Street 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 consisting of a combined EIGHTY (80.0) SQUARE FEET,

more or less, and which easements are specifically shown, described, and designated on **EXHIBIT “A”** hereto as “EASEMENT 24-A” (herein, the “*Utility Easement Area*” or the “*Easement Areas*”); 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. **Donation and Waiver of Compensation.** Grantor desires and agrees to donate and convey the easements over the Easement Areas to Grantee for charitable or public uses and purposes and for no monetary consideration. Grantor does acknowledge and agrees that Grantor willingly and voluntarily waives any right to receive compensation for the easements granted to the Grantee herein and chooses to donate the easements for the benefit of the Project.

3. **Permanent Utility Easement.** The Grantor hereby grants and conveys to the Grantee, its contractors, agents and employees, non-exclusive, perpetual, irrevocable easement to construct, operate and maintain certain improvements in connection with the Project, including but not limited 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 Utility Easement Area, a power pedestal, meter board, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, and/or other utility improvements necessary for the Project (herein, 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 Utility 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 Utility Easement Area near the easement/lot lines provided however, any damage to the property of Grantor caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense. The parties to this Easement agree that Grantee shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by Grantees for repair or maintenance purposes. The Grantee and its contractors, agents and employees (collectively and together with Grantee, the “*Grantee Parties*”) shall operate on the Utility 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 Utility Easement Area.

4. **Temporary Construction Easement.** *Intentionally Omitted.*

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Acknowledgment.** The Town acknowledges and agrees that no new boundary or property lines are created by the easements 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 right-of-ways. Further, that the grant of these easements 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.

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)**





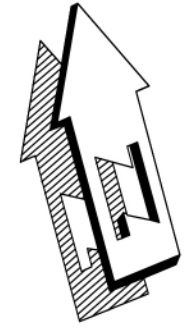
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PLAN

HORIZONTAL SCALE 1"=20'



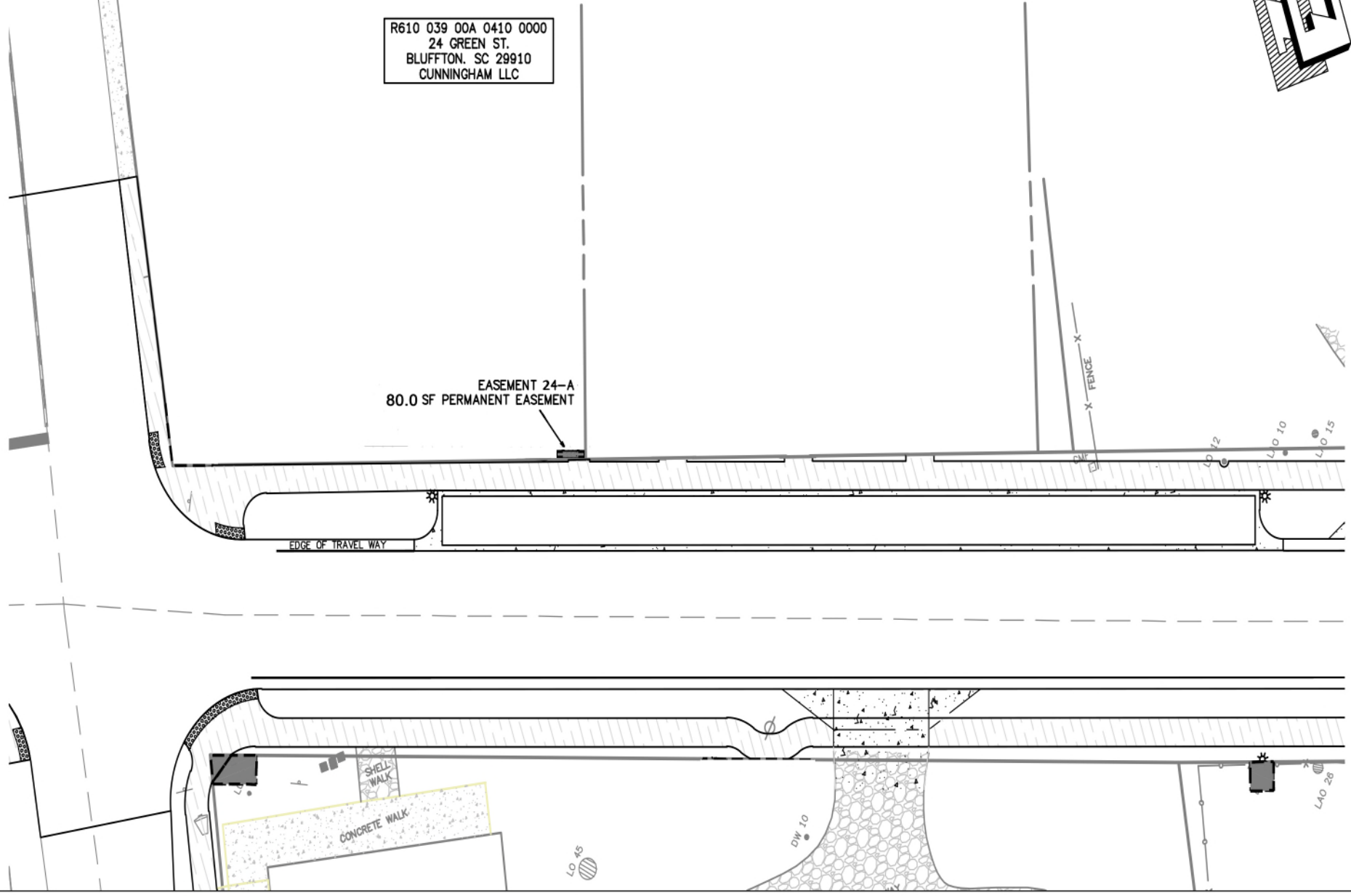
EASEMENT NUMBER	EASEMENT TYPE	EASEMENT AREA
EASEMENT 24-A	PERMANENT	80.0 SF
TOTAL PERMANENT EASEMENT		80.0 SF



R610 039 00A 0410 0000  
24 GREEN ST.  
BLUFFTON, SC 29910  
CUNNINGHAM LLC

EASEMENT 24-A  
80.0 SF PERMANENT EASEMENT

EDGE OF TRAVEL WAY



BRIDGE STREET STREETSCAPE - PHASE 1  
24 GREEN ST EASEMENT EXHIBIT

EX1

Prepared By and Without Benefit of Title Examination:  
FINGER, MELNICK, BROOKS & LABRUCE, P.A.  
Post Office Box 24005  
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STATE OF SOUTH CAROLINA ) **POWER PEDESTAL EASEMENT AGREEMENT**  
 ) **(BRIDGE STREET)**  
COUNTY OF BEAUFORT ) TMS No. R610-039-00A-0411-0000

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Tax Map No. R610-039-00A-0411-0000  
Street Address: 54 Bridge Street; Bluffton, South Carolina 29910

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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,

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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 \_\_\_\_\_, 2023.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTOR(S):**  
CUNNINGHAM SOUTH CAROLINA, LLC, a  
South Carolina limited liability company,

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

\_\_\_\_\_  
(L.S.)  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of CUNNINGHAM SOUTH CAROLINA, LLC, a South Carolina limited liability company, known or satisfactorily proven to be the person whose name is subscribed to the within instrument, who, on behalf of the Company, 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: \_\_\_\_\_

WITNESS Grantee's Hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTEE:**  
TOWN OF BLUFFTON, a South Carolina  
municipal corporation

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

\_\_\_\_\_  
(L.S.)  
Name: STEPHEN STEESE, ICMA-CM  
Title: TOWN MANAGER

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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2023, 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)**



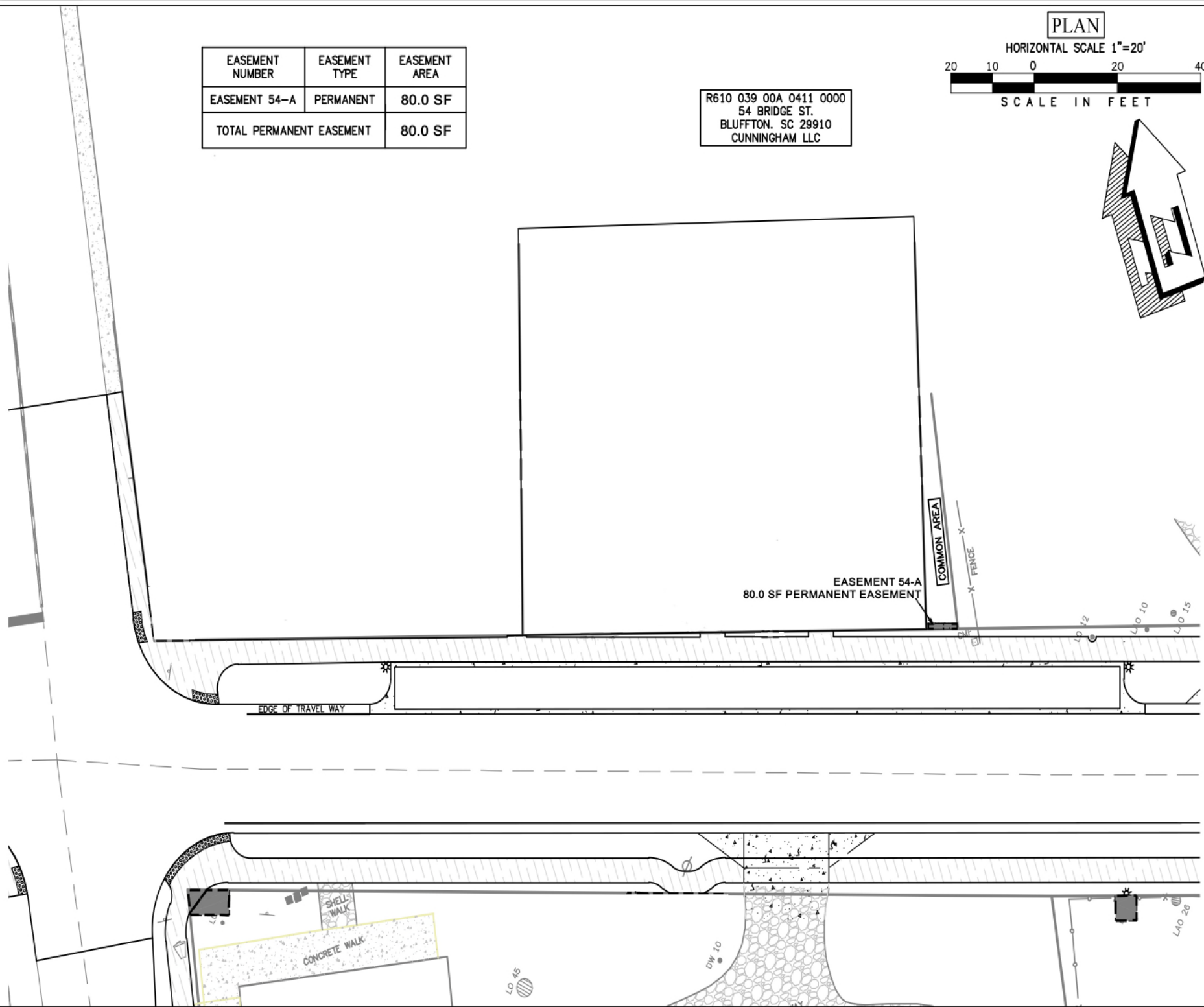
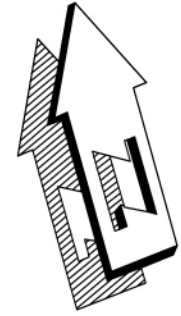


EASEMENT NUMBER	EASEMENT TYPE	EASEMENT AREA
EASEMENT 54-A	PERMANENT	80.0 SF
TOTAL PERMANENT EASEMENT		80.0 SF

R610 039 00A 0411 0000  
 54 BRIDGE ST.  
 BLUFFTON, SC 29910  
 CUNNINGHAM LLC

PLAN

HORIZONTAL SCALE 1"=20'



BRIDGE STREET STREETSCAPE - PHASE 1

54 BRIDGE ST EASEMENT EXHIBIT

EX1